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BEGINNINGS.



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# CINCINNATI'S BEGINNINGS.

MISSING CHAPTERS IN THE EARLY HISTORY OF THE CITY  
AND THE MIAMI PURCHASE: CHIEFLY FROM  
HITHERTO UNPUBLISHED DOCUMENTS.

— BY —

*FRANCIS W. MILLER.*

CINCINNATI:  
PETER G. THOMSON, PUBLISHER,

1880

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The first purchases from the Government, about the time of the commencement of its operation under the constitution, of lands in what was then called the Northwest Territory, with the attendant efforts for the establishment and maintenance of settlements therein are fairly to be reckoned among the notable occurrences of the earliest period of the history of the United States as a nation ; and anything essential to the completing of the account of the transactions might be looked upon even from a national standpoint, as deserving of preservation. The new claimant to a separate and equal station in the political firmament having emerged triumphantly from the arduous struggle in arms for independence, popular effort is then soon seen directed to plans for the redemption of a continent from a waste by the arts of peace. Prominent in the van of such manifestations were two schemes of purchase and settlement, of the description referred to, viewed by some with prophetic ken in the day of their inception as fraught with promise for the future, and to which, when regarded in the light of results thus far, it could not be alleged there was ever attributed an undue significance. Respect-

ing one of those, and certainly not the inferior in importance, to add what may be found practicable to the store of information already possessed, is an object of the present endeavor. It would very likely require no protracted search nowadays in either of the two localities to which those schemes were directed, to find some single individual who, so far as preliminary pecuniary outlays were concerned, could undertake a project of equal magnitude on his own unaided resources. At that time American genius had not yet taxed its powers in devising any of the methods since found so efficacious, through the astonishing feats of "Credit Mobilier" ambidexters, for obtaining the largest possible quantities of the public domain at the least possible cost. That was also a day of small things comparatively, in a monied way, with such as were then casting their lots in the section of country which is particularly the subject of the present brief treatise. In respect though of some qualities of character which are never likely to be too often or too brightly exemplified in a community, it might peradventure be found that the showing they made was not so remarkably small; and there is no risk of their posterity now on the stage being any too often prompted to look back with a sense of the claims to remembrance of the people who, in face of the obstacles then to be encountered, put down the foundations here of a structure of prosperity and greatness of which certainly the present successors in possession have reason to

deem themselves favored inheritors. All the sources drawn upon for the contents of the ensuing pages had been available to the writer, and something of an undertaking of this kind designed for years past ; but not until after entering upon the performance was there any thought of its exceeding in volume what might readily be disposed of through the medium of a newspaper, or perhaps be subsidiary to some other production of its own species wider in scope than itself. The work though as it progressed was found susceptible of such an extension beyond the bounds at first contemplated as to seem better suited to its present form of publication, and it is now thus offered, not without some trust that it may prove interesting to a sufficiency of readers to justify the offering.



## CHAPTER I.

Introductory Remarks—Historical Uncertainty—View of Annals of Cincinnati, as affected by that condition, and of their present claim to consideration—The attention directed to this quarter at close of Revolutionary War—Importance attached by the Earliest Emigrants to tributaries of the Ohio as Navigable Streams, and the influence of that idea in determining locations—Erroneous impressions in regard to some of the incidents of the commencement of the Settlement of Cincinnati—Site not fixed upon inconsiderately, nor as the complement of other similar contemporary ventures in its vicinity—Project of the Settlement at Cincinnati not originating with the Miami Purchase, but in an earlier impulse from Kentucky—Prominence of Lexington, Ky., at the opening of the Settling of the West—The applicants for the Tract of Ground on which Cincinnati was founded.

As a natural result of attendant circumstances the rise of any great political fabric, of either the national or municipal order, has its liability to be found more or less involved in an obscurity dissatisfying to the historical investigator, who is in quest merely of incontestably authenticated facts.

The stream at the beginning is of insignificant dimensions, raising little or no expectation of the importance subsequently to be attained, and the actors in the opening scenes either have not the inclination or the opportunity, or are not impressed with any sense of a necessity for perpetuating a memorial of their doings. Such may be referred to, as among causes of obscurity, affecting the commencement of the historic trace through want of reasonable prophylactics

against oblivion. But with all the preservative appliances ever available to judicious care, at this or other points of the process, it will hardly be contended any guaranty is afforded of the perfect integrity of what may purport to be the memorial of a people's past—any assurance of the entire fulfilling of such a requirement as that of holding the extending record in all its parts

“Above the reach of sacrilegious hands ;  
Secure from flames; from envy's fiercer rage,  
Destructive war, and all-involving age.”

Hence, when the annalist has reached the initiatory portion of the course, which it is his province to explore, through bygone times, a paucity of reliable accounts of actual doings and occurrences has usually not failed to afford him some scope for the exercise of his own capacities for invention in improving upon fables. When their researches were extended into the haze of antiquity, much liberty of indulgence in this practice, the great Roman historian says, had up to his day always been accorded to his fraternity, as enabling them to impart to the beginnings of States, and the character of the founders, more of dignity than a strict conformity to truth in the narratives, if practicable, would admit of, and probably the majority of their successors, with some equally commendable object, have sufficiently manifested a disposition to prevent any right to the same privilege from being forfeited by non-user. The securing of truthful and

thorough accounts of particular parts and events might not, of course, ordinarily be expected to be facilitated by remoteness of the epoch sought to be brought under review, yet the difficulty is far from diminishing in the ratio of the reduction of the separating interval of time. Accordingly, though of an origin too recent to comport with the idea of her past course being traced far enough back for the reception of any tinge of antiquity, it were still somewhat abnormal, at least, if a full exemption, from the beginning, from the condition of uncertainty and incompleteness could be claimed for the existing annals of the goodly municipality whose geographical place is upon the banks of the stream ycleped the Ohio, about midway of its length, precisely where the one called the Licking, bringing a tribute from Kentucky on the south, mingles its limpid waters with the sometimes turbid tide of the beautiful river, which here, in a southwardly deflected curve of some three miles in length, sweeps majestically westward across a nearly circular plateau environed with hills of moderate altitude, presenting naturally little appearance of rugged or precipitous outlines, and when, as in the early days of the settlement, draped with the foliage of forests, forming, with the other features of the landscape, a panorama hardly surpassed for beauty among terrestrial scenes.

There is none other, of course, intended to be designated than the city of Cincinnati, the same that,

for a time whereof the memory of the present generation runneth not to the contrary, has been decorated with the additional appellation of the Queen of the West. As to how worthily she has borne the title of dignity, and the justice of her claims to the station so assigned, it may at least be alleged in passing, that, though she has not yet extended her sway to the *Ultima Thule* of the queen of the earth of old, still her fame as a sovereign has spread nearly that far. By the advance she has already made towards the attainment of enduring renown and importance, with her still brightening prospect of progress in the same line of achievement, the events of her history, it must be conceded, too, have been invested with that degree of interest that an opportunity of contributing in any measure towards dispelling whatever obscuring mist shrouds the dawn of her existence, either by the bringing to light of any new facts or the better setting forth of any that are not unheard of, may be looked upon as calling for the requisite endeavor.

To a task of that nature the writer of these pages has felt prompted by fortuitous access to some hitherto unpublished documentary matter serviceable to the performance. To gain a proper remove for a commencement of the thread of the narration, there is little need of observing, demands no very lengthened journey into the realm of the past.

Recurring to the period of the formal assumption by the people of this country of that station among

the powers of the earth to which they had concluded the laws of Nature and of Nature's God entitled them, it is noticeable that immediately upon the close of the Revolutionary War the attention of the inhabitants of the Atlantic border was strongly drawn to the new fields of enterprise soon to be opened in the vast region stretching from Virginia and Kentucky to the Mississippi and the great lakes, which had been confirmed to the republic by the definitive treaty at Paris of 1783, and the Valley of the Ohio, already world-renowned for its beauty and fertility, lay first in the path of the Star of Empire's westward way.

The Virginia and Kentucky settlements had previously to its acquisition advanced their outposts to the southern confines of the noble addition to the domain of the new Government, and ere yet the Republic by the adoption of the Constitution had been fairly launched upon the waves of national existence, through two expeditions from far to the eastward, the foundation had been laid on the northern shores of the Ohio river of "the State first born of the ordinance of 1787." The tide of emigration which had now begun to flow into the receptacle thus opened was attracted not only by its adaptation to agricultural pursuits, but also by the prospect of its becoming a theater of great commercial enterprise by reason of the navigable character both of the Ohio river itself, and likewise to a great extent, as was then supposed, of all its larger tributaries, which, at their junctions with the

main stream were regarded as affording sites where infant settlements might soon be nourished into vigor. Thus the mouth of the Muskingum was chosen for their purposes by the founders of Marietta. Three years previously, a party of adventurers had attempted a settlement also at the mouth of the Scioto. The site of Limestone, now Maysville, Kentucky, by the disemboguing there of the waters of Limestone creek, was endowed with attractions of the like nature, and very promptly obtained recognition as one of the *points*. So, too, undoubtedly, the founders of Louisville, while considering the multitudinous variety of inducements which that situation presented for such an undertaking as theirs, did not neglect to take a mental squint at the benefits which might be expected to accrue from some outcome of the navigation of Beargrass.

In this respect a purchase, embracing the entire front upon the Ohio between the two Miamis, and estimated to be of sufficient extent backward to secure the whole tribute of Mad river, was thought a highly favored section, a perfect *Mesopotamia*, and the views of the proprietors were accordingly at once directed to the mouth of the Great Miami as the most eligible point for their proposed city, which it was anticipated would speedily be raised to great importance by the vast boating interests with which the swelling bosom of the stream was soon to be charged. Simultaneously with the earliest steps taken for such a demonstra-

tion at that estuary, measures were initiated for establishing a colony at the point soon after called Columbia, with similar designs upon the commerce of the Lesser Miami. Thus were set off, as the projectors of this scheme conceived, the two most advantageous locations for town sites to be found within the limits of their purchase. But careful observers who had prospected this portion of the national possessions at a still earlier period, and were better furnished than these operators with items of information in regard to its topography, had already marked an intermediate point between the two last named, over against which a stream of no less pretensions than either of the Miamis debouched into the Ohio river on the Kentucky side, and where it was conjectured that a settlement so located as to be enabled to exercise a proper surveillance over this opposite mouth would be found possessed of a combination of advantages whereby it could at least stand on an equal footing with any other that might be established anywhere in the vicinity, if indeed the result did not show it to have secured that certain nethermost lacteal duct from which the amplest supply of the nourishing secretions is usually supposed to flow. To a spectator furnished with a convenient post of observation for a comprehensive survey of the position at the present time, it might seem that the mysterious virtues of this particular orifice for the purposes in view were not overrated. There appears to have been an idea that the founders of Cincinnati,

when adopting their location, were precluded from much exercise of choice, as coming in after other more favored parties had been privileged to make their selections, and that under these circumstances it was discovered, in the progress of events, that the best point had here been hit upon by chance; or, something fortuitously occurring soon after the founding, it seems to have been imagined by some, gave to proceedings here a favoring impulse by which alone they were enabled thenceforward to hold a prosperous course. But it is not probably the fact that the success of the movement was the result either of a fortunate accident after its inception, or of a fortunate blunder at the outset; or that the movers had not some one among them who had become apprised of the comparative merits of the opening afforded at this place before the resolution was formed to lay out the town, or that they were not awake betimes to their opportunity. The marking of the location was neither a random stroke nor the work of gleaners. If, too, this precise point was not determined upon for a town site before any other on the northern shore of the Ohio river, within the limits of the State of Ohio, the project which effected its adoption had at least been sufficiently well matured, and, but for a casualty, the settlement here would actually have had in its beginning upon the ground, the priority of either of its two neighboring early competitors, North Bend and Columbia. Entirely independently also of the meas-

ures with which it happened to be connected for the purchase of the contiguous body of lands from the Government, and even if that arrangement had never been effected or heard of at all, the founding of a city at a date not remote from that of the actual occurrence, at the locality then entered upon so successfully, could not have been regarded as other than a certainty. This result would seem to have ripened to eventuation as a consequence of the current of emigration which had been flowing with varying force for the previous ten years into Kentucky. The few first recruited to come as the founders of what proved to be the germ of the present Cincinnati were under Kentucky leadership, and principally composed of such as had been immediately before either domiciled or sojourning as adventurers in that part of the country, and to that quarter, chiefly, the first movers in the matter had looked as a present source of supplies and support for their undertaking. The settlement, of course, became at once identified in all respects with the rest of the neighborhood on the north of the Ohio river, yet in its inception it seems traceable directly to the advances that had been made in the peopling of the adjacent region on the southern side.

A well-known English poet, in alluding to the civilizing influence of the conquests of the Mistress of the Ancient World says:—

“— arts still followed where her eagles flew.”

There is an obvious applicability of his verse to the progress of our nation in the extension of her domain, and the genius of the country's civilization, as it followed the emblems of the nation's sway in their meteor flight across the continent, appears to have found at Lexington, Kentucky, its earliest home in the boundless wilderness of the West. That community, almost at the beginning of its existence, afar off in

“—— the sounding aisles of the dim woods”

became a seat of learning. Transylvania University was established there in the year 1788; it also at that time sustained a newspaper, the *Kentucky Gazette*. A few years later the earliest insurance company in the West was started there, and it was always able to make a fair showing among its inhabitants of such as might be deemed not unacquainted with the flavor of Attic salt. Of the number of those of the description just referred to, who were abiding there at the period immediately subsequent to the founding, were the founder himself and first settler, Colonel Robert Patterson, prominent among the early actors in the affairs of that State, and a certain John Filson, at one time a school teacher, who engaged also as a surveyor through the vicinity, and was the author of a life of Daniel Boone, and map and history of Kentucky,\* which, originally published at Wilmington, in the

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\*This work, now very rare, is highly prized and much sought by antiquarians, copies of it having brought recently at book sales \$50 to \$100 each.

State of Delaware, in 1784, and circulated immediately to a considerable extent in the Eastern States, within the next few years, also went through several editions in London and Paris, and so, soon obtained quite a wide though but temporary celebrity. Of the first explorers in this direction undoubtedly not a few had, by the time of the events now under consideration, had their attention drawn to the eligibility, for the purposes of a town site, of the point opposite the mouth of the Licking ; but in the early part, or summer of 1788, the two just named, in connection with Matthias Denman, of New Jersey, or through his agency, made application for the requisite tract of land to the party then understood to have bargained with Government for that, and all thereto contiguous, to the extent of 2,000,000 of acres. Of these three, Denman, Patterson and Filson, who at first composed the company formed for the purpose of effecting the proposed settlement, which was the beginning of Cincinnati, Denman appears to have undertaken to be responsible for the necessary measures to extinguish the claim of the direct purchasers from Government to the desired location. Filson was the one who had the best understanding of how the coast lay and matters of that nature. So far, though, as the success of their project depended on the patronage that either could bring to bear, it is likely the chief reliance, was upon Patterson. But of these three named personages, and their particular engagement, more anon.

## CHAPTER II.

Legislation of Congress preparatory to Sales of Land in the Territory Northwest of the Ohio river — The Projects of the New England Ohio Company and Symmes and his Associates — That of Symmes as at first contemplated in the year 1787 — Symmes' Withdrawal of First Proposals and substitution of others before the Commissioners of the Treasury — The Commissioners' Acceptance and subsequent Modification of his last Proposals — His Action thereupon and Efforts to Change the Determination of the Commissioners — Their Refusal to Accede to his Terms, and his consequent embarrassment — His Communication to Boudinot respecting the State of the Matter and the Course he had Resolved to Pursue.

The degree of interest which had by that time been awakened in regard to the territory northwest of the Ohio river, was such as to induce Congress to pass an act on the 20th of May, 1785, declaratory of the mode in which its possessions there would be disposed of by the Government. This act was next followed by the famous ordinance of the 13th of July, 1787, and several subsidiary acts or resolutions of Congress of that year authorizing the Board of Treasury to contract with any applicants for lands in the territory.

Before the expiration of the year 1787, the terms offered by Congress were accepted by the association of New Englanders, calling themselves the Ohio Company, who, under the lead of Rufus Putnam, effected the settlement at the mouth of the Muskingum, and by another body composed of such as could be enlisted for this sort of an enterprise, from among the inhabitants of the country immediately west of New England,

principally citizens of New Jersey, foremost among whom was John C. Symmes, who had been a delegate to Congress from New Jersey, who was then also holding a conspicuous judicial position in that State, and was subsequently appointed one of the three judges of the Northwest Territory. The latter of these associations aimed at the acquisition of the next eligible tract to that chosen by the first mentioned one, open to entry lower down on the Ohio river, separated from the other mainly by what was known as the Virginia Military District or Reservation, which it bounded on the west, and thought to be a tract unsurpassed in its inviting character. This scheme as at first contemplated, in the year 1787, was in accordance with the following :

“TO HIS EXCELLENCY, THE PRESIDENT OF CONGRESS—The petition of John Cleves Symmes, of New Jersey sheweth : That your petitioner, encouraged by the resolutions of Congress of the 23d and 27th of July last, stipulating the condition of a transfer of Federal lands on the Scioto and Muskingum rivers unto Winthrop Sargent and Manasseh Cutler, Esqrs., and their associates, of New England, is induced on behalf of the citizens of the United States, westward of Connecticut, who also wish to become purchasers of Federal lands to pray that the honorable, the Congress will be pleased to direct that a contract be made by the honorable, the Commissioners of the Treasury

Board, with your petitioner, for himself and his associates, in all respects similar in form and matter to the said grant made to Messrs. Sargent and Cutler, differing only in quantity, and place where, and instead of two townships for the use of a university, that one only be assigned for the benefit of an academy : that by such transfer to your petitioner and his associates, on their complying with the terms of sale, the fee may pass of all the lands lying within the following limits, viz: Beginning at the mouth of the Great Miami river, thence running up the Ohio to the mouth of the Little Miami river, thence up the main stream of the Little Miami river to the place where a due west line, to be continued from the western termination of the northern boundary line of the grant to Messrs. Sargent, Cutler & Company, shall intersect the said Little Miami river, thence due west, continuing the said western line, to the place where the said line shall intersect the main branch or stream of the Great Miami river, thence down the Great Miami to the place of beginning.

“JOHN C. SYMMES.

“NEW YORK, August 29, 1787.”

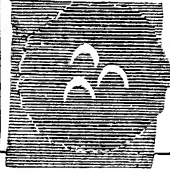
October 2, 1787.

*(Ordered, that the above petition be referred to the Board of Treasury to take order.)*

Symmes and his coadjutors appear to have been not quite so soon upon the stage, or ready for action,

No. /

# MIAMI LAND-WARRANT.



THIS entitles *Benjamin Stiles*  
his Heirs or Assigns, to locate one  
Section, in which the Fee of 640 Acres  
shall pass, subject to the Terms of settle-  
ment,

Dated the *seventeenth* ~~December~~ Day of *December* A. D. 1787

Signed by *John Cleves Symmes.*

Counterigned by

*Benjamin Stiles*  
*Speshel At the point betwixt the mouth*  
*of the little Miami and the Ohio in the point*

MIAMI LAND-WARRANT

# ACCOUNT of CERTIFICATES paid,

Number.	Date.	Dollars.	Int. paid.	Officers Names.
42876	march 1784	80	—	No Pierce
21546	20 Jan 1784	35 $\frac{11}{10}$	—	Jno Pierce.
47240	1784	126 $\frac{72}{90}$	—	Jno Pierce
43840	1784	80	—	J Pierce
43840	1784	11 $\frac{11}{90}$	—	Bey Stille
13827	march 1784	81 $\frac{81}{90}$	—	Jno Pierce
48970	24 may 1786	223 $\frac{34}{90}$	—	Jno Pierce
94003				

the hole amount of \$8-10 mence and to  
 was paid for 3  
 warrants sat 24  
 3

MIAMI LAND-WARRANT.

ED 17

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as the New England combination, yet by the 26th of November, 1787, they were enabled to issue at Trenton, N. J., a manifesto to the public, setting forth the terms they had obtained from the Government, and inviting the co-operation of any who might feel inclined to join in their plans; and that something had been effected by them in the way of a distribution among intending settlers, before the close of that year, is to be inferred from the first one of their warrants for location, which is thus worded and figured:

“*No. 1.                    “Miami Land Warrant.\**

“This entitles Benjamin Stites, his heirs or assigns, to locate one section, in which the fee of six [SEAL.] hundred and forty acres shall pass, subject to the terms of settlement.

“Dated the seventeenth day of December, A. D. 1787.

Signed by JOHN CLEVES SYMMES.

“Countersigned by BENJAMIN STITES.”

But though the negotiation for the portion of territory upon which those joining in this interest had fixed their aim, was begun, and some sales of shares, and of warrants for locations within its expected limits, were made in the year 1787, it was not until late in the year 1788, and after the preliminary steps had been taken for entering into possession of their respective places by the first companies of colonists, that there was any formal execution of an agreement

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\*On the preceding leaf is given a fac-simile of this, the first Miami Land Warrant issued, the uneven edge showing where it was cut from the stub in the book.

with the Commissioners of the Treasury, or conclusion as to the boundaries to be stated in the conveyance—the Commissioners indeed manifesting a strong disposition utterly to repudiate the claim of Judge Symmes to any contract whatever with them, even after he had gone on his way to the promised land, like Abraham with a cumbrous train.

Owing to the scanty information then possessed of the geography of these parts, it was conjectured that the limits of the desired grant, as defined in the above recited petition to Congress, would include an area of about 2,000,000 of acres, though subsequent measurement by actual survey showed the contents to be only about 600,000 acres. On the supposition, however, that the tract was of the larger dimensions, Mr. Symmes, on the 11th of June, 1788, addressed to the Treasury Board the following communication :

“ GENTLEMEN — Meeting with some difficulties which attend obtaining the general pleasure of the late Jersey line with regard to their bounty lands, so as to procure that credit therefor, in the discharge of my first payment in my late contract, which I had premised to myself, I beg leave to relinquish my former purchase, upon condition, however, that your honors be pleased to enter into a new contract with me for a part of the same lands, of 1,000,000 of acres fronting on the Ohio and extending inland from the Ohio between the Great Miami river and the Little

Miami river, the whole breadth of the country from river to river, so far as to include on an east and west rear line 1,000,000 acres, exclusive of the five reserved sections in every township, as directed in the ordinance of the 20th of May, 1785, and that the present grant be made on the principles laid down by the resolution of Congress of the 23d of October last.

(Signed.) "JOHN C. SYMMES."

Upon delivery by him of the foregoing to the Commissioners they placed in his hands the following statement

"If army rights should be substituted for money in payment of lands, Mr. Symmes, to satisfy the whole, and pay in one-seventh part in army rights, his account will stand as follows :

<i>Dr.</i> John C. Symmes to 1,000,000 acres		
land, is	- - - - -	\$666,666 $\frac{60}{90}$
	Lawful.	
<i>Cr.</i> By Cash for \$ 857,143 at 4 ———,	-	571,428 $\frac{60}{90}$
By Ar. R'ts. 142,857 at 4 ———,	-	95,238 00
	<hr/>	<hr/>
	\$1,000,000	\$666,666 $\frac{60}{90}$
<i>Dr.</i> J. C. Symmes to first payment, -		\$83,333 $\frac{30}{90}$
<i>Cr.</i> By Cash,	\$71,428 $\frac{52}{90}$	
By Arm. R'ts.,	11,904 $\frac{68}{90}$	
	<hr/>	<hr/>
	\$83,333 $\frac{30}{90}$	

When the matter had rested thus for a few days he received from the Board the following letter :

“BOARD OF TREASURY, June 16, 1788.

“SIR—We are favored with your letter of the 11th instant relinquishing your pretensions to a contract for 2,000,000 acres of land, agreeably to the act of Congress of 29th of August, 1787, and proposing one for a million of acres, to be entered into on the principles laid down by the act of Congress of 23d of October last. We can not agree to the boundaries as you have proposed, but are willing to contract with you for a million of acres within a tract bounded as follows: beginning at a certain point on the north side of the river Ohio, that shall be found to be twenty miles distant along the courses thereof, from the mouth of the Great Miami river, thence extending down the said river Ohio along the several courses thereof to the Great Miami river, thence up the Miami along the different courses of the same to such distance that a certain point shall be fixed due east from the same, from whence a direct line running nearly parallel with the general direction of the Miami, terminating in the aforesaid point on the Ohio at the place of beginning, shall include 1,000,000 of acres. We request an early answer to this letter, and are, sir, your most obedient, humble servants,

“WALTER LIVINGSTON,

“ARTHUR LEE.

“JOHN CLEVES SYMMES, Esq.”

To the foregoing letter Mr. Symmes made no

formal reply until the 14th of July ensuing, though he had in the meanwhile frequent conferences with the Commissioners, in the course of which, he endeavored to make evident to them the unreasonableness of requiring him to accept the boundaries they had specified until he had entered upon the lands and traversed them sufficiently to gain such a knowledge of the geography of the country as would render more practicable the satisfactory determination of a point, which, on the part of the Commissioners, seemed to be regarded so vital. But finding them tenacious of the stand they had taken, and urgent for an answer in writing to their proposals, he adopted in regard to that particular the Fabian policy of masterly inactivity until he had got in what he called his first payment, as per vouchers, of which the following are copies :

“NEW YORK, July 12, 1788.

“This is to certify that the several payments paid into my hands by John Cleves Symmes, Esq., in public securities, up to this date, amount to upwards of seventy-two thousand dollars on account of the lands in the Western Territory which he purchased of the Honorable the Commissioners of the Board of Treasury.

“McHILLEGAS, Treas.”

“The Honorable Jonathan Dayton, Esq., has lodged in this office applications of individuals, who formerly belonged to the New York and New Jersey

lines of the late army, amounting to 29,600 acres, to be received in the purchase of John Cleves Symmes, Esq., but that the said applications have not been critically examined, either as to the validity of the assignments or the rights of the claimants, although it is probable from a cursory examination that most of the claims are well founded. A particular examination will be made into this subject in a few days.

(Signed.) "J. KNOX.

"WAR OFFICE, this 12th of July, 1788."

"This is to certify that the foregoing is a copy of the original lodged in the Treasurer's office

"McHILLEGAS, Treas.

"NEW YORK, July 14, 1788."

With these additional persuasives he presented to the Board the following answer to their letter of 16th of June preceding :

"NEW YORK, JULY 14, 1788.

GENTLEMEN :—Having been honored by the receipt of your letter of the 16th ultimo, beg leave in answer thereto to observe that my ardent wish is to adhere to the banks of both the Miamis in the boundaries of the one million of acres, as great inconveniences will arise to many of my associates if we are excluded the banks of the Little Miami, but if this shall be deemed by you inadmissible, the geography of the country between the two Miamis is too little known to afford sufficient information on the subject to enable

me to say at this time what line could, with propriety, be drawn from the river Ohio to an imaginary point, to be fixed somewhere between the two Miamis so as to include one million of acres adjoining the Great Miami. I am, however, willing to be governed by reasonable principles, and, in order to treat with your honors on the question of boundary with that understanding which is so necessary, I beg the permission of your honorable Board to enter the premises with a number of settlers, and survey the land, which I will attempt to effect in the course of this season, that an accurate map of the country may be spread on your table on which you may delineate your pleasure. In the first instance I will defray the expense of such survey, but shall expect a reimbursement of my expenditures from the United States, as the exterior lines of all their grants are to be run by them. In this I shall be much obliged if the geographer general may be instructed to appoint the surveyor to do this business. I am content that, for the present, any further progress on my second application be suspended. I have paid what I consider a sufficiency, both in money and army rights, to fulfill the first payment, and until we have better knowledge, I conceive any further stipulations of boundaries would be rather premature. I have the honor to be, gentlemen, your most obedient, humble servant,

JNO. C. SYMMES."

"HON'BLE COMMISSIONERS OF THE BOARD OF TREASURY OF THE UNITED STATES."

But even after this forcible presentation of his case by Judge Symmes, the commissioners remained obdurate, insisting that he should be explicit as to acceptance of their offer, and indorsing upon his above letter of 14th July the following minute: "On a conference on the subject of this letter, delivered by Mr. Symmes in person, the Board informed him that they could not recede from their proposition of the 16th of June, nor authorize him to enter on the premises previous to a payment on those conditions.

“(Signed,)

WM. DUER.”

With respect to those conditions, however, he continued to find it difficult to respond with the required explicitness, inasmuch as, presuming upon the progress which had been made under what he called his first contract—the negotiation of the previous year in regard to the supposed 2,000,000 acres tract—he had sold warrants for locations at the mouth of the Little Miami to Stites and others, whose payments of government securities to him had been used by him in effecting his own payments and were then in the Government treasury. Moreover, these men had, some weeks previously, gone out to commence their settlements, and he thought it might be regarded as hardly consistent with a proper care on his part for the success of their plans to accept the boundary now proposed by the Commissioners. His own expeditionary force, also, had by this time assembled—about

half of it had already crossed the Delaware in health and high spirits, the rest was standing ready for the signal to start and chargeable to him for daily supplies ; any further delay, therefore, seemed out of the question. At this juncture, writing to Hon. E. Boudinot, under date of July 18th, 1788, he expresses himself in regard to the situation as follows : “ Last Tuesday I left New York despairing of settling my business to my mind with the Commissioners of the Treasury Board. I cannot comprehend the grounds of their extreme hesitation to close on my terms, as I conceive no possible detriment could accrue to the United States. Four thousand dollars and upwards are paid more than the cash part of the first payment, and the Hon. Capt. Dayton has lodged almost double the army rights that was required. On doing this and producing the Treasurer’s receipt for the certificates and General Knox’s certificate for the bounty rights paid in, I applied to the Board for leave to enter and survey the exterior lines and take the traverse of the Ohio and the two Miamis and lay before the Board a map of the country, that we might the better govern ourselves with regard to the line between the first million and the residue of my first purchase. This seemed to be agreed the first day when the three commissioners only were present, but the secretary to the Board raised so many objections the second day that nothing was done. The gentlemen insisted that I should be explicit in my answer to their letter on the subject of boundary to the

one million, which I was for that time obliged to decline. If I was confident that the East Jersey Company would succeed, I should be quite indifferent where the line was drawn between the first and second million, so that Capt. Benjamin Stites and others who have located on that side towards the Little Miami were indemnified and saved in their locations. But I fear the success of the East Jersey Company is not quite certain. I suspect others have their views upon the residue as well as your Company. I fear also a failure of raising the certificates necessary for the first payment before accounts are transmitted by the first emigrants of the quality and geography of the country. These reasons induced me to aim at making a lodgment before any express boundary was stipulated. I still mean to attempt this. I have General Knox's letter to General Harmar, to furnish me with a small detachment of troops. If my progress is not arrested by the Board, I shall soon make a lodgment on the land. In the meantime I shall confide in you and the other gentlemen composing the East Jersey Company, to ward off from me every measure that may tend to impede my establishing a settlement. I rely most confidently on the kind interposition of Capt. Dayton and our other Jersey Delegates, and I am much deceived if there be not many other gentlemen in Congress who wish to see a settlement established at Miami."

## CHAPTER III.

Discontinuance of the Conference with the Commissioners and Departure of Symmes for the West with an Emigrant Train — Journey through Pennsylvania and Arrival at Devou's Ferry and Pittsburgh — Voyage Down the Ohio river and Arrival at Miami — Exploration of the Country and Hesitancy in regard to Commencement of Settlements — Return to Limestone to Consider the Situation and await more Favorable Opportunities.

Accordingly, in the latter part of July, 1788, considering that he had to all intents and purposes struck a bargain with the Honorable Commissioners, Mr. Symmes set out from New Jersey for the West with a retinue of fourteen four-horse wagons and sixty persons—the nucleus for a coming host with which he proposed to effect the removal of a Canaanitish race from a land flowing with milk and honey, and the introduction of a better in their stead. His route was by way of Pittsburgh and Wheeling. When he had progressed as far as Devou's Ferry, thirty-five miles up the Mononghehala river, he sent his horses from there across the country to Wheeling and took to boats with his people and baggage.

The way hitherto lay through a region of which the inhabitants had manifested toward him no hostility. His stock of ammunition, therefore, and such other warlike accoutrements as he had provided for his habilitation in case of any calls for the exhibition of

fighting capacities which he might not feel entirely free to decline at the place of his destination, remained intact. The only obstacles he had encountered were such as arose from a superabundance of rainy weather and a condition of roads none of the best; and his account of damage and loss up to this point presented a sum total of merely seven broken axle-trees. He arrived at Pittsburgh August 20th, and met there a very hospitable reception. With regard to the *morale* of his party under the effects of the journey thus far, something may perhaps be inferred from his remarks as to how it told upon a certain one of them, who, being doubtless of rather more sensitive a temperament than most of the rest, may have served as an exponent of the spirits of all. Of this member of the party he observes, in a letter from Pittsburgh to one of his associates in New Jersey, that in the experience of travel just gone through with, she had been subject to various passions—hope, fear, sorrow, joy, had each in turn held sway. Bad roads, with occasional interludes of pleasant company had rendered her tour, tragi-comic in its diversities. “She finds the ladies of Pittsburgh,” he adds, “exceedingly polite and agreeable, and regrets that she must leave them so soon.”

In the same letter, in replying to communications, received at Pittsburgh from his correspondent in New Jersey, he says: “I shall now, sir, attempt a brief answer to your letters, but can do it much better after

I have been on the Miami lands, as I shall then be master of the subject, which, at present, I do not pretend to be, so far as relates to the boundary line to be drawn. It gives me pain that any of my good friends should be *uneasy and discontented* that I should venture on the lands before every minutia of the business was settled with the honorable commissioners of the Treasury Board. I have their express terms and proposed boundary, and while I keep myself within their own proposed limits no exception can possibly be taken by them. It is I, sir, that will have cause of complaint, if I confine myself to the twenty miles front, and not the honorable commissioners. Surely, therefore, they will never think of dislodging me from the ground which themselves have proposed for our settlement.

“I shall always have the caution not to exceed what I have their concurrence to. The land they grant, I accept. I think I ought to have more, but still I shall confine myself till that question is settled. I thank you, sir, for your kind interposition with the two honorable gentlemen of the Board. I am sure, however, that those two gentlemen could not justly charge me with *impropriety of conduct*, when I told them expressly that I could not give a full and definite answer to their letter to me on the subject of boundary, but that I would answer it, conclusively, as soon as I was able to inform myself and them of the meanders and courses of the Ohio and Great Miami. This, I expect, a very short time will do.”

After enjoying the hospitality of the Pittsburghers for two days, he started from their town on his voyage down the Ohio river, with its stream at a fine navigable stage, in consequence of a copious rain which had filled its banks on the day of his arrival at that locality, and, making probably some short pause as he passed, to exchange salutations with the people of the Muskingum establishment, and again a brief stoppage at Limestone, Ky., in one month from Pittsburgh he reached, for the first time, his field of operations in the Miami country. The exact date of coming to this goal of the journey is stated by Judge Symmes himself in a letter to his associate Dayton, written from Limestone, Ky., October 12th, 1788, in which he says: "On the 22d ult. I landed at Miami and explored the country as high as the upper side of the 5th range of townships."

The attempt to which he here refers to acquaint himself with the topography and general aspect of the expanse of fields, woods and waters, towards the severance of which from the national ownership he had progressed thus far in his plans, was, necessarily, but a cursory performance, and it terminated less satisfactorily than he had anticipated in consequence of the refractory behavior of a body of men from Kentucky, who had encouraged him to the adventure by the promise of their escort to its completion.

His purpose was, starting from the front on the Ohio river where he had landed, opposite the Licking,

and going about on that line through the central portions well back towards what it was supposed would be the rear of the grant, then to get over to the Great Miami and take its meanders to the mouth, some of the assemblage proceeding thitherward also, at the same time, by the courses of the Ohio. The route pursued by him brought him to a point on the Great Miami about forty miles inland. He there fell in with a camp of Indians, so few as to be entirely in his power, and the Kentucky people were bent on making short work with them. But, as he would not consent to this, nor allow of any injury being done to the Indians, the Kentuckians were offended and grew disorderly, and the half or more of them forthwith deserted him and went off homeward. The rest also showing a determination to follow the example of the first when he had run not more than seven miles down the stream, he then felt himself under a necessity of seeking his starting-place on the Ohio in the speediest mode practicable, with designs but partially accomplished. In about four days after the setting-out, he met again, at the same point from which he had started, those of the party who had there separated from him for the adventure down the Ohio. After concluding this exploration he was deterred from the immediate prosecution of the work of placing settlers upon the lands, by the disappointment of his expectations of aid from Government in the way of troops for his protection.

The treaty with divers Indian tribes which had been for a considerable time in progress at Fort Har-mar on the Muskingum, and which, it was supposed, would result in some guaranty of safety to immigrants, was still dragging its slow length along without any apparent approach to a satisfactory conclusion; and, he being as yet entirely without the support he had expected from Government, was apprehensive, as well of peril to life as of additional embarrassments to the treaty itself, from conflicts which might be incurred with the Indians by any precipitate action just then in commencing settlements. He had besides brought along a considerable store of property, of moveable and perishable kinds, and was constrained to the exercise of some caution, lest its evanescent proclivities should be too speedily furnished with facilities for their manifestation.

Feeling not inclined, therefore, to attempt any permanent lodgment upon the lands until he could do so with a greater promise of security, and general appearance of suitableness of circumstances, he returned to Limestone and made that, for the next few months, his *point d'appui* for the carrying on of his plans, sending down, as opportunities were offered, detachments of surveyors and others to prepare his way.

## CHAPTER IV.

Judge Symmes advised of adverse action of the Government and Commissioners of the Treasury after his leaving for the West—Details of Proceedings on the part of the Commissioners, and in Congress, and by Symmes' Agents—Some Remarks by Symmes in reply to the Communications relative to the above matters.

In November, during the stay he made at Limestone, after returning from the exploring tour, Judge Symmes received letters from his associate, Dayton, advising him of the difficulties which had been encountered, subsequently to his departure from New Jersey, in holding the Commissioners of the Treasury Board to an admission of any bargain whatever with him, and the terms on which their assent had at length been obtained to the formal execution of an agreement. On the 12th of September, 1788, Dayton, writing from New York, says :

“Since my last to you, your whole contract and project for the purchase and settlement of Western lands, has been on the point of being annihilated. On the 18th of August a motion was made in Congress by Mr. Williamson in the words following, viz :

“*Resolved*: That the several acts of Congress of October 2, 22 and 23, 1787, whereby the Board of Treasury are authorized to contract with individuals

or companies for the sale of Western territory, be and the same are hereby repealed, provided that nothing contained in this act be understood to invalidate any contracts which the Board may have already made. Referred to

<p>“ MR. WADSWORTH,          “ MR. WILLIAMSON,          “ MR. TUCKER,          “ MR. IRVINE,          “ MR. HAMILTON,</p>	}	<p><i>A Committee to Report.</i></p>
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“ This Committee called upon the Board of Treasury for their information how far they had proceeded in the execution of the several acts of the 2d, 22d and 23d of October, and for their opinion relative to the repeal of those acts. The following is an extract of so much of the answer of the Commissioners as relates to you, viz :

“ “ With respect to the resolve of Congress of the 2d which relates to Mr. Symmes' grant, the Board beg leave to lay before the Committee copies of sundry correspondence which has passed betwixt that gentleman and the Board on that subject. After a conference with him (a minute of which is endorsed on Mr. Symmes' letter of the 14th of July last) the Board expected that he would have closed the contract agreeably to the conditions proposed to him in their letter of the 16th of June last, so as to entitle him to a right of occupancy. But contrary to our expectation, Mr. Symmes, after depositing with the Treasurer upwards of \$72,000, left town without concluding any agreement, and we since learn, has gone to the West-

ern country. The certificates deposited are, we presume, a sufficient security to the public for any injury which may at present be sustained by any occupancy of any part of the land in question, should the same be attempted; but we submit it to the consideration of the Committee whether means ought not forthwith to be adopted to prevent such an event till Mr. Symmes has derived a right of occupancy on the terms prescribed by Congress.'

"And in the concluding part they say:

" 'How far it may be advisable to continue the operation of the foregoing resolves on the principles on which they stand, the Committee, from the above statement, will be best able to determine. Certain it is, that, except in the case of the Ohio Company, no regular payment has been made nor any agreement executed.'

"I called upon the committee, with Mr. Marsh and Mr. Boudinot, just as they were meeting to draft their report, which would have been (if approved in Congress, which I very much apprehended), fatal to your purchase. I stated to them that it was not your intention to settle but upon the limits prescribed by the Board for 1,000,000—that instead of barely depositing \$72,000, as the Board in their report had loosely expressed it, you had regularly paid in certificates and military rights to the whole amount of the first payment for that quantity, and that the ignorance of both parties with respect to the course of the rivers

bounding your purchase, had been the reason of your declining to agree to any precise limits before that necessary information could be obtained. We acquainted them in short, that we considered and held the United States firmly bound by the contract, and, that their receipt of the first payment on account of it was sufficient evidence. The committee, after consulting with the Board, informed us that even if the first payment had been made for a million, your proposed contract was for two—that although in the course of making your payments you had withdrawn your proposals for two, and given in others for one million, yet the Board, disliking the boundaries prescribed for the smaller quantity had not closed with them, but had proposed in their turn what they thought reasonable limits which you had not signified your acceptance of—that, therefore, in strict or legal construction they considered Congress as absolved from every engagement with you, but they would nevertheless agree if we would come forward and subscribe to the limits offered by the Board in their letter to you of the 16th of June, to waive their report to Congress and stay further proceeding until we had concluded it.

“Thus circumstanced, a choice was hardly left us, and we agreed to close with and subscribe to their proposals as soon as the writings could be prepared. Since that time the Board has started another objection, which I believe, neither you nor we had apprehended or foreseen. They say that a late letter of the

Geographer to them, states, that there are but about three millions of acres in the New England purchase, if so, that the sum deposited by you is but half the amount of the first payment for a million. Although I referred them to the map and pointed out the New England tract thereon as delineated and painted by Hutchins himself, and proved to them by measurement that it was six times as large as the million bounding upon it, which was reserved for the army, they, notwithstanding, refuse to execute the writings until the sense of Congress shall be had. I know not what will be the event of the business, but I trust the objection is too ill-founded and unreasonable to meet with the approbation of that body. Before the departure of the next Pittsburgh post, I trust, it will be decided, when you shall hear from me again. Your letter of agency arrived at a lucky instant to enable us to prevent measures being taken to declare that no contract existed with you on the part of the Union, which would have been followed by orders to the Governor to prohibit any settlement upon any other than the New England lands. It was by no means my wish to have my name inserted in your letter of agency, but, since it is there, I shall endeavor to conduct the business entrusted, to the best possible advantage of yourself and the others concerned. We have already, in the commencement of its prosecution, met with numerous embarrassments. We hope they will not continue; if they should, we will take the best measures to face and overcome them.

“This morning Mr. Marsh came over, agreeably to my appointment to execute and subscribe to the contract we had drawn up. The Board receded from the objection as to quantity mentioned, but raised a new difficulty as to our power of attorney, which, they said, was very imperfect and insufficient. It recites in its beginning that a contract had been entered into between you and the Board, and refers to that written agreement which the Board says never had existence. They say it is true Congress authorized them to contract with you for two millions on certain terms, but that you never came forward and contracted. They say, also, that you proposed to purchase instead thereof, but one million, with certain boundaries to which they disagreed; that they, in their turn, offered to sell you a million with other boundaries, which you, by letter, declined. From all this, they infer that there is not only no written (as you express), but not even a verbal contract between you, and also that there never has been either. They add, that all the powers you have vested us with, refer to and are founded upon this supposed contract which, you suggest, actually exists between you and them, and which they know nothing about and consequently cannot acknowledge. They have even gone to the expense of employing and consulting counsel on the occasion, by whom our power is declared to be altogether defective.

“They offered to contract with us for the land in our own names and right, which we have refused;

and they have, at length, consented to accept our signatures as agents for you upon our agreeing to annex a proviso that we will procure from you a more ample and sufficient power of attorney, or, failing to do *that*, that we will, individually and in our proper characters, consider and acknowledge ourselves bound to perform the conditions and stipulations. It will be necessary, or, at least, desirable, that you make out this power immediately, acknowledge it before one of the other two judges of the Western territory, and forward it by the first opportunity."

Under date of New York, October 22, 1788, Dayton, writing again to Symmes, says :

"After long altercation and many difficulties and disputes with the Board of Treasury, altogether unforeseen and unexpected by us, we have at length mutually entered into and executed an instrument of writing closing with and binding the contract for your purchase on the Miami. This did not finally take place until the 15th instant."

In reply to these letters Judge Symmes, writing to Mr. Dayton from Limestone, November 25, 1788, says :

"I have had the honor of receiving your favor of the 12th of September, which embarrassed me much for a few days ; but yours of the 22d ultimo followed so soon after, that my apprehensions of misfortune raised by the former were dispersed in a great measure

by the latter. It is not yet a week since I received the first, and had not prepared an answer thereto when that of the 22d of October appeared and seems to render any remarks on the extraordinary part acted by the Honorable, the Treasury Board, unavailing and unnecessary, not to add that, though I wished to dwell ever so long on that disagreeable subject, I have not the time, not having had the least intimation of this opportunity till Captain Beatty called on me this evening on his way up the Ohio, intending for New York. I shall, therefore, pass the whole in silence till I come to that paragraph where you intimate that a more full power of attorney is necessary. This I shall certainly do as soon as I meet again with one of the judges you mention, before whom I shall acknowledge it. I thank you for the copy of the one I sent you by General Ogden, and beg leave to observe that I have the highest confidence in your friendship and integrity to serve me, and I am sure it will be with ability. Whatever you do, together with Mr. Marsh, I should confirm and ratify had I any choice left, but in your negotiations with the Treasury Board it seems that I have none."

## CHAPTER V.

Further occurrences at Limestone—A party of Surveyors sent forward to the Purchase, Stites accompanying them to his location—Kearsey arrives with a small body of Troops—A band of Adventurers come from farther up the Ohio on their way to the vicinity of the Great Miami—The party designing to occupy the tract opposite the Licking start for their destination—Judge Symmes issues an address to the Indians and sets out for the intended headquarters at the mouth of the Great Miami—He lands at North Bend and forms an Encampment—Blackbeard, a Shawnee Chief, visits him and is favorably impressed—Account of an interview between Symmes and Blackbeard—Kearsey abandons the Settlement—Condition as to support from Government and the bearing of the Indians.

On the 25th of November, the date of his last above cited letter, Judge Symmes dispatched to the Purchase two surveyors with thirty men, who, in the performance of their undertaking, were to divide into two parties, the one to traverse the Little Miami, the other the Great Miami to a distance of sixty miles on a direct line from the Ohio river. With these, Stites ventured down to where his flag was to fly, at the mouth of the Little Miami, and there immediately on the low grounds erected two or three block-houses, conferring upon the place about the same time, the name of Columbia. There seems to have been an apprehension that the task of surveying which had just been taken in hand was one fraught with danger and of doubtful issue. The letter last above specified, after mention that all engaged had that day started upon their business, has this in reference to the pros-

pects: "Whether they will succeed is uncertain; the two surveyors are both celebrated partisans, and have been long used to surveying in perilous places."

About the 12th of December this advance of emigration received some little stimulus and encouragement from the arrival at Limestone of a troop of forty-five soldiers, under Captain Kearsey, detached from Harmar's force at Marietta—the first apparent intimation given since operations on this line had been commenced, of any disposition on the part of the Government to foster interests looking Miamiward. A sergeant and eighteen soldiers were, at the instance of Judge Symmes, at once sent forward to render such assistance as they might to Stites and the surveyors. Towards the close of this month a band of settlers, with a fair supply of stores, came to Limestone from farther up the river, intending to ensconce themselves at the old fortification, then standing near the lower extremity of the peninsular formation which separates the Ohio from the Great Miami, for the first few miles above the junction, by a narrow strip of terra-firma, subject in freshets to a still further extensive contraction of its borders. These, too, were furnished with an escort of soldiers to the number of a dozen, and speeded on their way. They had, however, hardly succeeded by great efforts in getting as far down as Stites' Station and landing there, when the floating ice, with which the river was then almost gorged, came upon their boats with such damaging effect as to put an end to that project.

On the 24th of this same month, the party whose movements were directed to the tract opposite the Licking, and who had indeed planned for, and essayed a beginning of their work of settlement, several months sooner, from a different point of departure, but had been foiled in that attempt, by an unexpected incident, to be referred to hereafter, started also from Limestone, anew, for their destination, which, after a struggle of several days with the floating ice, they were fortunate enough to gain without any mishap to be chronicled.

The reluctance which Judge Symmes had felt to making any attempt to take permanent possession of his intended station, with his followers and stores, before receiving either a notification of a propitious conclusion of the treaty at Fort Harmar or the aid of an adequate guard of troops against the chances of any hostilities, was still far from being overcome. And in his perplexity, seeing probably nothing better to be done, he issued, in the early part of the month of January succeeding the last above narrated occurrences, a proclamation to the Indians, phrased in the most conciliatory way he could devise, assuring them of his peaceful intentions, inviting them to friendly intercourse, and intimating, that he might be expected to be found supplied for traffic with them in divers specified commodities much in request among his red brethren, mention not being omitted of a certain one well known to be held by them in the very highest esteem.

This manifesto, it is very likely, was to some extent productive of the desired effect. Moreover, two separate parties of colonists had now apparently made a successful beginning at their respective locations, and there was no immediate prospect of any further arrival of troops—the probability being indeed, that the few already come would soon be compelled to seek other quarters for want of the slightest provision for their sustenance with him. Reports, too, were soon being brought to him of expressions of friendliness toward him on the part of the Indians and of their anxiety to see him, indicating apparently an opportunity of placing matters on a favorable footing with them, which was not to be suffered to pass unimproved. Perceiving, therefore, nothing to be gained by his longer stay at Limestone, he resolved to take the chances of going forward with such force as he had; and, accordingly, after securing from this vicinity what small additional supplies he could, for prospective needs, he, on the 29th of this same month of January, with the members of his family and escorted by the remaining portion of Kearsey's company of troops, set out finally for his proposed site for the capital city, at the confluence of the Great Miami with the Ohio—making the passage like the other parties who had preceded him, in the kind of craft then chiefly in vogue as a means of transportation upon the Ohio river. He debarked, however, on the second day of February, at North Bend, about

six miles above the intended place, having been admonished on his way down by the circumstance of finding Stites' premises almost entirely submerged by the rise which had then occurred in the Ohio river, not to proceed, as he had purposed, to the projection of low land at the mouth of the Great Miami.

The shore at North Bend showing a crest above the water, had undeniably an appearance of great suitableness for the immediate exigency, and in comparison with some neighboring points, seemed also to commend itself no less in respect of availableness as a place of permanent abode for any beings not amphibious, in view of the possibility hitherto not much thought of by strangers to its ways, of a proclivity of the Ohio river to such freaks as that in which it was then indulging, of getting high. He had with him now, Kearsey's whole command, made full as they came down by the addition of the two detachments which had been previously sent forward and were quartering with Stites. As soon as he had debarked, he formed there an encampment, erecting a kind of shelter then usually adopted in this region for such purposes, consisting of two forked saplings set in the ground for uprights, with a cross pole resting in the forks of these as a support for boards leaning from the ground to form the sides—one end of the structure being closed up, and the other left open for an entrance and fire-place. In that, he remained for about six weeks before being able to provide himself

with anything more like a house. And there, a few days after the debarkation he signalized the commencement of his occupancy by acts of a diplomatic nature, in giving audience to a chief of the nation of the Shawanese Indians, called Captain Blackbeard, with his retinue, who had in all probability felt moved, promptly to come forward and treat in reference to some of the matters mentioned in the proclamation.

An interview on one occasion between this magistrate of the woods and Judge Symmes, is, by the latter thus reported :

“The Chief (the others sitting around him) wished to be informed how far I was supported by the United States, and whether the thirteen fires had sent me hither. I answered them in the affirmative, and spread before them the thirteen stripes which I had in a flag then in my camp. I pointed to the troops in their uniform, then on parade, and informed the Chief that those were the warriors which the thirteen fires kept in constant pay to avenge their quarrels, and that though the United States were desirous of peace, yet they were able to chastise any aggressor who should dare to offend them, and to demonstrate this I showed him the seal of my commission, on which the American arms are impressed, observing, that while the eagle had a branch of a tree as an emblem of peace in one claw, she had strong and sharp arrows in the other, which denoted her power to punish her enemies. The Chief, who observed the device on the seal with

great attention, replied by the interpreter that he could not perceive any intimation of peace from the attitude the eagle was in, having her wings spread as in flight, when folding of the wings denoted rest and peace; that he could not understand how the branch of a tree could be considered a pacific emblem, for rods designed for correction were always taken from the boughs of trees; that to him the eagle appeared, from her bearing a large whip in one claw, and such a number of arrows in the other, and in full career of flight, to be wholly bent on war and mischief. I need not repeat here my arguments to convince him of his mistake, but I at length succeeded, and he appeared entirely satisfied of the friendliness of *Congelis* (for so they pronounce Congress) to the red people."

After a stay of about a month near Judge Symmes, in the course of which there had been frequent opportunities for conferences and interchange of sentiments, and the quality of the whisky, too, had been duly tested, the chieftain of the dark chin adornment at length took leave with expressions of gratification at the reception he had met and assurances of his distinguished consideration and continued good will for his new acquaintances. About the same time also, Captain Kearsey very unceremoniously departed for Louisville with all but five of his company of troops, leaving the adventurers in their new situation to sustain themselves as best they might, without him, and not having during the time he remained taken

a single step towards the erection of any kind of a structure of defense for them. The condition, both present and prospective, in which he thought himself placed, of destitution of every sort of needful supply for those under his command, was alleged by this officer in justification of his course of procedure, and, in that respect, there seems to be no denying that he was at least not without some palliation of his conduct.

Some three weeks subsequently, however, to Kearsey's unlooked-for decampment, Major Wyllys, the commandant at Louisville, was prevailed upon by Judge Symmes to furnish another guard, of an ensign and eighteen soldiers, and these, soon diminished, by desertion and disaster, to twelve effective men, were all the military support the Miami people were now favored with until about the close of the following summer (nearly a full year after Symmes' first landing here), a detachment of two companies of soldiers from Fort Harmar, under Major Doughty, arrived and began the erection of Fort Washington.

It had so happened, that toward the latter part of May, of this year, Judge Symmes reviewing the situation and writing back to New Jersey, could with propriety say that the people of the Purchase had on the whole so far escaped well—a straggler had indeed been picked off occasionally here and there, but no serious forays had been made upon them. The savages had up to that time shown themselves unexpect-

edly peaceable. Consequently, the only untoward effect yet visible of the neglect of the Government in leaving everything here to its chances, was such as resulted immediately from the appearance of insecurity, whereby many proposing to immigrate hither were kept away, and many who had already come were impelled to leave, thus materially retarding progress. Whether though even this degree and measure of immunity was, or was not, to any extent attributable to the sincerity of the Indians in the pacific or friendly demeanor with which they met Judge Symmes at his entrance into the country, the apprehension was well grounded that so far as it depended solely on their disposition, no calculations could be safely based on its continuance, and the spring of 1789 had not entirely gone by before sufficiently plain indications began to be given that the various Indian tribes were in spirit for any work of antagonism to this approach of colonists from the United States. But the villages and headquarters of the Indians being remote, in the interior and northern portions of the territory, and it being a difficult matter for them to carry out any protracted warlike expedition with an effective force at so great a distance from their sole base of supplies, and backing and encouragement to such undertakings hitherward aimed—the British stations along the lake shore—the defenseless first settlers of this part of Ohio were thus, and thus only, saved from an exterminating massacre within six months from the time their occupancy was begun.

Only a glance now over scenes presented at about that juncture and soon afterward seems needed to suggest some reflection as to how much might possibly have been gained by the exercise of a little fostering care and foresight on the part of the Government in allowing to this project of settlement at its inception here, the aid of a body of troops which would have afforded a promise of security to the position in any probable contingency. The case was hopeful enough otherwise, and but for the discouragement caused by the neglect of the Government so shown to the enterprise at the start, such a foothold might have been at once obtained, and such progress made within the first year, as would have had the effect to prevent the disastrous campaigns of Harmar and St. Clair, as well as the necessity for the subsequent successful one of Wayne. For this was decidedly the most advanced and exposed position then on the frontier, and it was the evident almost totally defenceless condition in which the first immigrants found themselves placed, which, more than anything else so quickly incited the assaults and hostile demonstrations of the savages and their British backers from the lake region on the one part, while retarding the current of immigration on the other, and had Judge Symmes but been accompanied hither, or promptly furnished on his arrival, with the moderate supporting force from Government which he had asked and been led to expect at the outset of his undertaking, all that cloud of warfare and trouble which

so darkened this whole sky for six years after the commencement of the settlements, would possibly have been averted, saying nothing of what in the outcome there might have been of better for the fortunes of Symmes and the many other well-deserving parties who had interests mainly dependent on his timely success.

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## CHAPTER VI.

The final contract with the Commissioners of the Treasury—Stipulation as to Boundaries—Impracticability of the requirements of the Commissioners in that respect subsequently shown, and change of Boundaries made by act of Congress—Patent issued for part of the lands—Impediments to the carrying out of the Contract, and its ultimate repudiation by the Government after failure for many years to comply with its terms any farther than was done under the Patent—Symmes' consequent perplexities—College township imbroglio—The uniformly untoward course of the Government with Symmes—Reference to expressions in his last will and testament in regard to his grievances.

The “instrument of writing” spoken of in Dayton’s heretofore cited letter to Symmes of October 22, 1788, as closing and binding the contract with the Treasury Board, is the one entered on the Records of Hamilton County, March 17, 1821, dated October 15, 1788, showing a contract for 1,000,000 acres, in which the Commissioners still adhered to the stipulation for an eastern boundary line of the Purchase dividing the tract between the two Miamis and running northwardly from the Ohio river in a direction parallel with the general course of the Great Miami from a point twenty

miles eastwardly from the mouth thereof by the courses of the Ohio, or about the present foot of Broadway in Cincinnati. As the negotiation proceeded the Commissioners seem to have become apprehensive that to allow the grant to extend entirely across from one Miami to the other, and so give the navigation of both streams clear to the mouths, would prove to be altogether too magnificent a concession of water privileges. Whether they thought Symmes' navy might soon be found attaining to rather too preponderating dimensions for the good of the nation, or whatever else may have been the idea influencing them, at all events the whimsical and absurd conditions which they imposed as to boundaries, there was no avoiding, so long as their authority over the matter continued. But after the new Government went into operation and the affairs of the old Treasury Board had been transferred to the hands of Hamilton, he was found more tractable; and so at length, the various difficulties arising out of the unreasonable stipulation referred to, of the contract with the Commissioners were obviated.

An act of Congress was passed in April, 1792, altering the boundaries of the purchase so as to conform to the proposal made by Mr. Symmes in his letter to the Board of Treasury of 11th of June, 1788; and in September, 1794, a patent was granted, for as much land as was paid for at that time, amounting, inclusive of reservations to 311,682 acres, taking in

all the desired front on the Ohio river, and extending back to the northern boundary of the third range of townships, a line crossing the district about one or two miles north of the present town of Lebanon. The contract of October 15th, 1788, thus remained open and unsatisfied as to the residue of the million of acres bargained for, in the rear of what was embraced in the patent—the patentees, at all events, then entertaining no other idea than that they were to have a conveyance of this residue on payment of the stipulated price within a reasonable period; and up to as late, at least, as the year 1797, there was certainly no decided opposition in Congress to the claim of the patentees. Nor would it be easy to show why there should have been any such opposition. For if there had been any delinquency, or failure to act up to the agreement, it was on the side of the Government rather than of the other parties. The contract was for a million of acres, inclusive of the Government's reservations, with a restriction as to right of entry and occupancy to 123,297 acres—the portion to which the right of entry and occupancy pertained, and which also was subject to the reservations, being to be bounded south on the Ohio river and extend back far enough to embrace the required number of acres in a form as nearly square as might be.

The consideration agreed upon was 66 cents an acre for all the land actually received, payable in eight installments; the first, for \$82,198, being already ad-

vanced ; the second, for a like sum, to be paid within a month after the Government should have furnished the purchasers a map or plat of survey showing the exterior lines of the entire tract to be conveyed, and the remainder to be divided into six equal semi-annual instalments, the first thereof falling due in six months after the furnishing of the aforesaid plat by the Government, and as fast as payments were made, deeds were to be given for proportional parts of the tract. But as these purchasers depended on their own sales for the means of making their payments, and found themselves, from various causes, much disappointed in their calculations as to the facilities for selling, they seem to have needed and to have had considerable of an interval of time to provide for the deferred instalments—the required plat also being meanwhile left in abeyance, as well by reason of the unpreparedness of the Government for the work of furnishing it, as probably to some extent, too, in consequence of the dissatisfaction with the boundaries which had been insisted on by the Commissioners of the Treasury, and the expectation that an alteration of the contract in that particular might, in compliance with the solicitations of the purchasers be allowed, so as to bound the grant by the Little Miami on the eastern side, according to the original proposal of Symmes. It was, indeed, before long discovered that it would be impossible to lay off between the two Miami rivers any such tract as that defined by the Commissioners ; as the

eastern line would cross some parts of the Little Miami and cut into the Virginia Military Reservation. So that idea had to be abandoned. The desired change of boundary, as already mentioned, was at length obtained, through act of Congress, in the year 1792, but neither then was the plat furnished by the Government, as agreed for before the second payment could be demanded ; the necessary surveys being, no doubt, rendered impracticable at that time by the war with the Indians, and it was found eventually that no million of acres could be laid off between the designated streams—that a tract of that size, so narrowed, would extend northwardly far beyond the most northern source of the smaller stream, and, owing to the juxtaposition of the Virginia Reservation, probably into the territory set apart to the Indians, or else across the upper portion of the larger of the streams.

The Government was therefore in a quandary as to how its obligations were to be met, with regard either to the quantity of land to be conveyed, or to the running of the exterior lines of the tract and the furnishing of the plat ; and the issuing of the patent in the year 1794, seems to have been a sort of compromise in reference to the second payment, being for the number of acres, exclusive of reservations, proportionate to the first two payments, at the price fixed upon, while the plat requisite as a condition precedent to the second payment, was still not forthcoming, and

the arrangement differed in some other respects from what had been previously contemplated. The negotiation then seems to have rested for future adjustment upon some equitable basis without any further decisive step being taken until, in the year 1796, a committee was appointed by Congress to inquire and report whether any act had been done or omitted on the part of Symmes or his associates to invalidate the original contract, and whether it would be proper for Congress to take any measures relating to it; and, as late as the year 1803, Congress had before them for consideration the report of a committee of their body, together with a petition of Symmes for some adjustment of his claims, in which report it was admitted there had been nothing done or left undone on the part of the petitioner or his associates to invalidate the contract. In December, of the year 1796, however, he went to Philadelphia to aid personally in the endeavor to influence favorably any Congressional action that might then be taken in the matter; and from that mission he appears to have returned with some feeling of confidence in the success of his efforts, as may be inferred from the following double-headed manifesto, which seems to have been circulated through these precincts, and to have gained a kind of popular appellation of, "Symmes' gracious advertisement, and Smith's holy publication."

"TO THE PUBLIC.

"It being a matter no longer doubtful that Congress will establish their contract with the subscriber in

the fullest extent for the 1,000,000 acres of Miami lands, it is hoped that all who wish to become early purchasers will no longer suffer themselves to be amused with idle reports against the contract, but purchase immediately from some persons who have a right to sell; and those gentlemen who have already contracted for Miami lands are desired to make payment as soon as possible to Capt. Wm. H. Harrison, at Fort Washington, as the Secretary of War has agreed to receive \$20,000 at Fort Washington from the subscriber, if the money be paid immediately for the use of the army.

“JOHN CLEVES SYMMES.

“January, 20, 1797.

“N. B.—The subscriber begs leave to inform the public that he is authorized by the Hon. John Cleves Symmes to sell a large quantity of land in the *fourth, fifth, sixth and tenth* ranges of townships in the Miami Purchase, which, in point of soil, situation, timber and water, is reckoned equal to any in the Western country. Those who purchase before the first day of April shall not only have the land at a reduced price, but the title warranted and the liberty of making the earliest locations of small or large tracts, as may be most convenient. Persons applying to the subscriber at Columbia, near the mouth of the Little Miami, shall be furnished with a surveyor to show the land.

“JOHN SMITH.

“January 26, 1797.”

That same publication was also soon after brought

to the notice of Congress by Mr. Gallatin, apparently with the view of urging some prompt action then in favor of the patentees. But the indifference or aversion, with which it must have by this time become observable the Government stood affected to any further claims upon it in the matter, had probably excited a mistrust of Symmes' ability to obtain a title to the residue of the lands that was an effectual check then upon responses to calls for purchasers. And in the course of the continued delays and procrastinations, from causes which had been to a great degree, no doubt, unavoidable in the carrying out of the transaction, Congress being at length led in some way to a determination to take the opportunity that appeared to have been so afforded to set up the patent of 1794, as a full performance of the Government's obligations under the contract, the patentees were thus deprived of all further chances from that source, and Judge Symmes in particular was consequently involved in troubles from which he could never entirely extricate himself.

And here may not be amiss some reference to the College Township embarrassment, a matter by which he became subjected to no small amount of obloquy—the complaint being, that he sold or disposed of for his own emolument, a township of land conveyed to him by the Government in trust, for the endowment of a college—though from a retrospect now it seems not easy to discover why he should have been held es-

pecially censurable for the jumble things got into in that behalf. The appropriation or reservation for the support of an academy or college, as brought to notice in the prospectus or pamphlet entitled "Terms of Sale and Settlement of Miami Lands," published at Trenton, November 26, 1787, was of one complete township to be laid off as nearly opposite to the mouth of the Licking river as an entire township might be found eligible in point of soil and situation. And such a tract the necessary steps seem to have been duly taken to reserve from sale and devote to the prescribed use so far as the circumstances of the case allowed at the outset. But, in the first place, it may be observed, the purchasers of the Miami grant really never had a contract admitting of such an appropriation for educational purposes under the ordinance authorizing the earliest sales of the public lands, which restricted the privilege to grants of not less than two millions of acres, whereas this one, though supposed as at first outlined to be of at least the required magnitude, proved to be hardly more than one-fourth so large. And when, by the contract of October 15th, 1788, the limitation as to quantity of exactly one million of acres was fixed upon in this transaction, with an eastern boundary line starting from the Ohio river twenty miles above the Great Miami, or opposite the Licking, thence running nearly north and so cutting through divers townships which might have been available for the reservation according to the first arrangement,

- . the whole matter of a provision for a college seems to have passed from the minds of all concerned, nothing whatever being said about it in the contract, and sales were accordingly made indiscriminately through the entire grant, there being no reason why they should not be so made. But when the acts of Congress of the year 1792 were passed, establishing the Little Miami as the eastern boundary of the purchase, and authorizing the execution of the patent, the educational appropriation again gained attention, and the patent issued in the year 1794, contained an allowance of one township for the exclusive support of an academy and other institutions of learning—this being assented to by all parties, on the supposition, doubtless, that there would be a sufficiency of lands granted from the Government to enable the grantees to meet the requirement. But it was presently ascertained that within what the patent covered, which was found to be at least one range of townships less than what had at first been expected by that conveyance, there was no entire township unbroken by sales, unless that of Green could be so considered, and the offer of that by the patentee was rejected as well by Congress as by Governor St. Clair and the territorial and State legislatures, for the reasons, as alleged by the Governor, that the land was of poor quality, comparatively valueless, and that it was moreover incumbered by the claim of Boudinot for an undivided half. With regard to these objections, it may be remarked that of all

the townships which might ever have answered to the prescription, it is questionable if any one could be designated in which a greater aggregate valuation of lands is fairly showable now than in Green; and that though the claim of Boudinot was, contrary to the expectation of the patentee, finally sustained, yet even with that drawback, this tract might have been found a slightly better endowment for a college than the one which was at length appropriated by Congress to that purpose. And at all events it would be something puzzling to show what else better than the offer made for the arrangement of the difficulty was practicable under the circumstances. If Congress had been willing to carry out the agreement fairly for the million of acres, or for any considerable portion beyond the small fraction actually conveyed, for so much, at any rate, as would have been acquired under the first contract or proposals, the tract embraced in what was called Ludlow's Survey, which was all that was asked, and which might have been granted on liberal terms, without any detriment to the common weal, the patentee would no doubt have been enabled at length in some way to satisfy the college claim, or exaction rather it should be termed, for it was foisted in at entirely too late a date to admit of its presentation as a just claim at all—if, however, he had been allowed that much of a chance, he might, probably, without difficulty, have responded to the demand, as well as have avoided the accompanying embarrass-

ments. But, there being at an early period after the commencement of the transaction, such a turn of affairs as rendered it impracticable for either of the high contracting parties to come up to the full measure of the performance with anything like the promptness or precision expected at the execution of the bond, a state of things then ensued which afforded the opportunity finally taken by the more potent of the two to draw the cords on the weaker one and cut him off from all further benefit of the contract after the issuing of the patent for less than a third of the lands for which he had bargained, and that hampered with the college township rider, subjecting him to conditions utterly inconsistent with the contract.

Let any one look over that document as spread on the pages of the Hamilton County Records, and note the prominence given in it to the stipulation on the part of the Government for the furnishing of a plat and survey of the whole grant, and how nearly all which Symmes undertook and promised to do was made contingent upon the Government's compliance with that stipulation, and it must be seen that in the total failure of the Government to meet its obligations as to that particular, there was ample ground for far greater concessions than Symmes was ever allowed, or than he ever asked, in the way of easier conditions for himself in the carrying out of the undertaking. Under a fair view of the circumstances, it can hardly be thought going too far now to say that in all this matter

he was the most wronged man by the United States Government that has ever had any dealings with it. At no stage of his project was there justice done him by the national authority, by some of whose representatives he felt compelled at times to think himself regarded as the leader of a hostile incursion into the country from foreign parts, rather than as one who had laudably tasked himself with labors tending to develop the resources of the nation and extend its domain, and in Congress the merits of his case were never well enough understood to prevent its being left exposed there to the consummation which was at last effected through the machinations, it was said, of certain of his neighbors (probably not Samaritans) who envied him his chances. This, it is likely, was one of the grievances to which he alludes with so much feeling in his last will and testament. Throughout the affair, from quarters whence far different things should have been anticipated, he had to encounter in no stinted measure the opposition of the malevolent. And as at length a time approached when some fruition ought rightly to have been expected for himself of the results of his exertions on this field, it seems to have been his lot to be furnished in his own experience with better opportunities for the contemplation of human nature in some of its more malignant manifestations of itself, among his own race, than he ever had among the Indians. The representations which reached the latter of his character and purposes when

he first came into their vicinity, together with the fair treatment they always received at his hands, sufficed in some degree to propitiate them, and they never would molest him individually, it was said, though they did not lack opportunities for so doing. He got off, too, without a scratch from the bears and wolves that he sometimes fell among. But in the ranks of his humanized, civilized, christianized neighbors, were instances of those to whom he had been personally a benefactor—some to whom his enterprise and toils had opened a road from penury to ease and affluence, from whom he met with returns which, when contemplating his own soon-expected exit from all sublunary scenes, he could only characterize with an intensity of bitterness, as “the blackest, blackest ingratitude.”

## CHAPTER VII.

Cursory View of the Various Selections First Made of Town Sites in the Purchase, in the Order of the Occupancy—Mouth of the Little Miami—Opposite the Licking—North Bend—South Bend—Hamilton—Dayton.

The permanent occupancy of the district of country embraced in the New Jersey Association's plan of operations, it seems well enough authenticated, was commenced, as herein before narrated, by three separate bodies of settlers, at as many different places, viz: adjacent to the mouth of the Little Miami River, opposite that of the Licking, and at North Bend, near that of the Great Miami, in the order as stated, and at all of them within the period between the 25th of November, 1788, when Stites took his departure from Limestone, in company with the corps of surveyors, and the 2d of February, 1789, when Judge Symmes landed with his party at North Bend. But of the exact days of entry upon the ground at the first two locations, there appears to be no certain record. Only one, however, of these several movements was destined to be followed by results likely to engage much of the attention of historians. The establishment at the first-named station, or an extension of it back upon the higher grounds, continued to exist as a small

village under its original name of Columbia, with nothing particularly noteworthy to mark its fortunes, until it was merged in the outgrowth from the second point, the present city of Cincinnati—the process of absorption having been consummated in December, 1872—the ordinance of annexation going into effect on the 16th of that month.

Respecting what was a leading feature in the scheme of Symmes and his coadjutors, the founding of a city at the junction of the Great Miami with the Ohio River, which they expected would become the chief one, at least of the region embraced in their purchase, it may be observed that of course no labored investigation was needful after coming upon the ground, to ascertain the unsuitableness for the purpose in view of the exact spot at first designated. And after due consideration it was concluded that no place more nearly in accordance with the original design could be chosen than at North Bend, where Judge Symmes landed and formed his encampment on 2d February, 1789, where also something of a village had immediately sprung up. There, accordingly, in the latter part of the year 1789, their city was laid off, at the summit of the bend, in the form of a regular square, with the streets intersecting at right angles, and running to the four cardinal points of the compass, but the limits were not such as to include the whole width of the neck of land over to the Miami. On the east and north a strip of ground forty poles

wide was laid off for a common, extending around from river to river, and beyond this was a plan of outlots, varying in size from ten, to thirty and sixty acres each—the plat as delineated on paper, making, it may be supposed, quite a display to the view.

It is to be observed that in his “Terms of Sale and Settlement,” published at Trenton, Judge Symmes reserved to himself the privilege of locating, and paying for in his own right, the entire township lowest down towards the junction of the Ohio and Great Miami rivers, as also the several fractional townships west and south between that entire one and the rivers. This tract, comprehending Green, Delhi and Miami, formed what he usually designated as the Reserved Township, and it was immediately sold out by him in shares, or proprietorships, twenty-four in number, the holders of the shares then assuming the control and disposal of the premises jointly with him for their common benefit. The site of the proposed city at North Bend, was, of course, included under that arrangement, and these proprietors endeavored with some persistency to sustain the pretensions of their establishment there, but in a very few years whatever remained of it had ceased from all claims to any kind of municipal standing, and except as to what consideration it may have gained as a suburb of Cincinnati, the locality has since been noted chiefly as the former home and subsequent resting place of the remains of General W. H. Harrison, ninth President of the United States, and son-in-law of Judge Symmes.

Of the suitableness of the tract of country contiguous to North Bend for the site of a considerable city, and what might have been the results of the attempt that was made so to appropriate it, if the circumstances of the time had all been propitious, there is, of course, a margin for differences of opinion. The locality could doubtless be shown to be not without its recommendations in that respect, no slight embarrassment of the effort toward a practical determination of the matter at the period in question, would seem indeed to have been in the superabundance of attractions presented, and the rivalry between the Great Miami and the Ohio under the particular circumstances of the case, for precedence of estimation. The ground just at the junction being unavailable, it was found necessary also to go as far away at least as the bend of the Ohio, or twelve miles up the Great Miami by its courses. And though at that distance from their confluence the rivers are still in such friendly proximity that the facilities possessed now-a-days for overcoming distances on city thoroughfares might render trivial any barrier there presented against such an extension of lines in the construction of a plat as would connect and combine all the advantages to be obtained on both sides of the isthmus, yet the like of that idea was not in the conceptions of the actors there of a generation or two ago. They thought there must needs be a perpetual limitation to one side or the other. And as the settler then, at the standpoint of

the narrow ridge which separates the rivers at North Bend, alternated them in his visions, how his affections were divided between the two peerless streams, and what happiness there might have been with either, if the other charmer had only been away, may be seen by the extract here given from a letter of Judge Symmes to one of his associates, dated at North Bend, May 18, 1789, in which the comparative merits of these water courses in their bearing upon the writer's plans, are set forth as follows: "I have not as yet been able to make a decisive choice of a plat for the city, though I have found two pieces of ground, both eligible, but not upon the present plan of a regular square. On both, a town must, if built, be thrown into an oblong of six blocks or squares by four. One of these plats lies east of this about three miles, on the Ohio, a little above Muddy Creek: the other lies north about the same distance, on the bank of the Great Miami, in a large bend of the river, which you will observe on the map, about twelve miles up the Miami from its mouth. It is a question of no little moment and difficulty to determine which of these spots is preferable, in point of local situation. I know that at first thought most men will decide in favor of that on the Ohio; from the supposition that the Ohio will command more trade and business than the Miami. I will readily grant that more trade will be passing up and down the Ohio, and many more boats constantly plying on a river which is eleven

hundred miles in length. But some objections arise to this spot notwithstanding. You must know, sir, that a *number* of towns are building on the banks of the Ohio, from Pittsburgh to Louisville, and even further down the river; every one of these will be aiming at some importance. When a boat is freighted at any of the upper towns on the Ohio, unless the merchants in our city will give the Orleans price, or near it, for their produce or cargo, the merchants of the upper towns will not fail to proceed down the river to the highest market. And as merchants will be strewed all along the Ohio, they will have the same advantage of navigation in all respects with ours. But a more important objection lies to this spot on the Ohio, from its distance from the Great Miami. The extent of country spreading for many miles on both sides of the Great Miami is, beyond all dispute, equal, I believe superior, in point of soil, water, and timber, to any tract of equal contents to be found in the United States. From this Egypt on Miami, in a very few years, will be poured down its stream to the Ohio, the products of the country from two hundred miles above the mouth of the Great Miami, which may be principally collected at a trading town low down on the banks of that river; here no rival city or town can divide the trade of the river.

The body of the Miami settlers will have their communications up and down the Great Miami, both for imports and exports. They can not work their corn

and flour boats eight or nine miles up the Ohio from the mouth of the Great Miami, should the city be built above Muddy Creek. But were it built on the Miami, the settlers throughout the Purchase would find it very convenient. At North Bend a sufficient number of merchants may, and no doubt will, settle, so as to command all the share of trade on the Ohio. Half an hour's gallop of three miles brings you to the city plat on the Miami. One mile's portage is all the space that lies between the Miami and North Bend, and I have already marked out a road across, which is not only tolerable, but exceedingly good if you make allowance for the hills which it winds through; then two miles by water up the Miami brings heavy articles from the Ohio to the city. The farmers, to come only down the Great Miami to the city plat on that river, and return with their boats freighted, will save them each trip several days, which they must lose if they have to double the point and climb the Ohio to Muddy Creek."

Another of the earliest selections of town sites was adjacent to the most southerly point of what is now Delhi township, where Anderson's ferry forms a route of communication with the mouth of a stream on the Kentucky side. To that the name of *South Bend* was given, because of the Ohio river sweeping farther to the south there than elsewhere on the border of the Purchase—*North Bend* obtaining its appellation from being farther to the north than any other northwardly

extending deflection of the Ohio between the Muskingum and the Mississippi. South Bend had also the merit of being the *central* position—at the same distance on the Ohio from each of the two smaller water lines which formed the eastern and western boundaries of the entire domain, and the village which was started there soon showed such signs of progress as to be considered for a time, a competitor in the race for supremacy.

The military post called Fort Hamilton, established in September, 1791, on the Great Miami, at the distance of twenty-five miles from Fort Washington, by General St. Clair, when on his march against the Indians, though designed by him only to answer the requirements of his campaign, soon developed itself into what has since become the present flourishing county-seat of Butler county, the fort giving place and name to the town in December, 1794.

In the search for town sites the mouth of the Mad river had, of course, immediate attention. Some steps were taken towards establishing a body of settlers there almost as soon as at any other point in the Purchase. But the troubles which so quickly ensued with the Indians, delayed this project until the pacification in 1795, when it was again pushed forward with such dispatch that in a letter written from this vicinity in January, 1796, in-lots in the new town of Dayton are reported as selling in the Cincinnati market at ten dollars per lot. That was the consum-

mation effected under the auspices of Arthur St. Clair, Jonathan Dayton, James Wilkinson and Israel Ludlow, who, though receiving a formal release from Symmes, were compelled to make good their title to the premises by further conveyance from the Government after it had been determined in Congress to annul his contract with the Commissioners of the Treasury for all the land therein embraced beyond what was described in the patent to him in the year 1794.

As early, however, as the month of June, 1789, an entirely different company from the above named, composed of Benjamin Stites, John Stites Gano and William Goforth, had bargained with Symmes for the whole of the 7th range of townships, which includes the tract about the mouth of Mad River, and had matured in all its details, and made some progress in carrying into execution a plan for a town upon the site of Dayton, which was to strive for greatness under the name of *Venice*. It was to be laid off one mile square, or as nearly so as was compatible with a division into blocks or squares, each containing eight half-acre lots, of eight by ten rods. Two streets, each six rods wide, were to intersect one another at right angles in the center of the plat, thence extending one-half mile each way to the outside boundaries. The other streets were to be each four rods, and the alleys one rod wide. In each of the four quarters thus divided off by the two main

streets running through the center, were reserved spaces for a market-house and public square. Each public square was to be of four acres, located as nearly central as possible, in the quarter to which it pertained, and to be improved with trees and walks, but never, under any circumstances, with any kind of buildings. The market-house lots were to be taken from the fronts of squares, and to be separated from the rest of the ground from which they were taken by streets two rods wide; the houses themselves were to be each two rods wide, and to be so erected and constructed as not to infringe in any way, nor obstruct the prospect, upon any of the streets. One whole block or square of the eight half-acre lots was to be given to the First Baptist Church formed and organized in said town, on the principles of the New York and Philadelphia Associations. Eight other half-acre lots are reserved for religious and pious uses, one of which is to be given to "each denomination of pious and well and religiously-disposed people who worship the God of Israel, and who shall have formed and organized their respective societies or churches in said town within two years after the founding and actual settling thereof." Three half-acre lots were to be given for "a capitol, a courthouse, and a gaol." Certain adjacent tracts of considerable extent were to be divided into five-acre outlots. Liberal inducements in the way of donations of ground were to be offered to actual settlers, and

the regular prices to purchasers were to be, during the first year, four dollars for an in-lot, and five pounds for an out-lot. The plan contemplated, also, a slight change in the name of the tributary stream there debouching into the Great Miami, which was to be called the *Tiber* instead of the *Mad River*. The written agreement, embodying all the essential particulars of the scheme, is dated the 13th day of June, 1789, "at the block-houses near Columbia, commanded by the above-named Benjamin Stites," where the signers had met; and recites as one of their resolutions, that two of their number were to proceed immediately to the execution of certain specified preliminaries, among which, was the marking of a road from Columbia to the City of Venice. These parties were all good, solid men, but their scheme fell through, probably not only in consequence of Indian hostilities, but also by reason of some of the same additional impediments and disappointments to which Judge Symmes was subjected in endeavoring to carry out his own arrangements with the Government.

## CHAPTER VIII.

Earliest Recorded Trace of the Founding of Cincinnati—First Measures of the Parties in Interest—Filson's Name for the Town, the Import thereof, and the Change to the present one—Death of Filson, the Consequent Brief Interruption of this Project of Settlement, and its Successful Resumption about Three Months Afterward—Symmes' Account of the Entry of the Founders upon the Location—Immediate Indications of Prosperity—Statement of Progress in the year 1790, and of the Occasion of the Change of Name of the Town—Refutation of a Fanciful Account Respecting the Locating of Fort Washington—Ludlow and Williams' Record of the Town Plat—Concerning First Cost of the Ground and Denman's Course.

Of the founding of the city of Cincinnati, doubtless the earliest documentary trace extant, is an agreement of partnership of the hereinbefore named Denman, Patterson, and Filson, in the section and fractional section of land to which the original plat of the city was limited. This agreement, was entered on the Records of Hamilton County, Ohio, October 6, 1803. It bears date August 25, 1788, for the time of its execution, there being nothing said of place. It was, no doubt, executed, however, at Lexington, Ky., to which place, Denman appears to have repaired about the time of the date of the agreement to meet Patterson and Filson and concert measures for the accomplishment of their design. They then arranged that Filson should proceed as soon as practicable with the platting off and preparing of the premises for occupancy, and give to the interest of the partners gen-

erally in the matter the benefit of his personal supervision on the ground—a plat and resolutions as to donations of lots to first settlers, and to religious and public uses, with the other main features of the scheme as afterwards carried into effect, being then agreed upon, though before permanent possession was taken of the site or work fairly begun upon it, some departure from the programme as at first laid down was necessitated through an unlooked for delay and partial change of actors in consequence of a casualty. Among their other arrangements, preparation was immediately to be made for the construction of a road from Lexington, to the mouth of the Licking, and the establishment of a ferry across the Ohio. In the *Kentucky Gazette*, published in Lexington, appeared, on September 6, 1788, the following advertisement of their project:

“NOTICE.—The subscribers, being proprietors of a tract of land opposite the mouth of the Licking river, on the northwest side of the Ohio, have determined to lay off a town upon that excellent situation. The local and natural advantages speak its future prosperity, being equal, if not superior, to any on the bank of the Ohio between the Miamis. The in-lots to be each, half an acre, the out-lots, four acres, thirty of each to be given to settlers upon payment of one dollar and fifty cents for the survey and deed of each lot. The 15th day of September is appointed for a large company to meet in Lexington and mark a road

from there to the mouth of the Licking, provided Judge Symmes arrives, being daily expected. When the town is laid off lots will be given to such as may become residents before the first day of April next.

“MATTHIAS DENMAN,

“ROBERT PATTERSON,

“JOHN FILSON.”

After, this Denman appears to have gone back to Limestone to meet Symmes, and under the direction of Patterson the assembling of the party to mark the road referred to in the advertisement, duly took place; the line of the road was marked out as proposed and an entrance made upon the site of the future city. Of course, among the details requiring to be acted upon prior to any considerable progress in the affair, the question of an appropriate *name* for the prospective pretender to municipal dignity had necessarily presented itself for determination. But here had claimed attention a particular, for the proper disposal of which Filson stood equipped *cap-a-pie*; and a brief space may now properly be given to the subject of the original name of the place and the speedy and tragic close of the connection of Filson, the namer, with these proceedings. He was a man of such erudition that among his other attainments and “in the great heap of his knowledge” he had the ability to make a requisition not only on the famous Grecian fountain, but on divers others of good repute, both ancient and modern, for a term of nomenclature which, wherever

borne among enlightened people, should convey an intimation of the superior advantages possessed by the location as the site of a great emporium. This was *Losantiville*. The explanation of the significant compound for the benefit of the *profanum vulgus* was as follows: *Os*, Latin, for mouth; *anti*, Greek, for opposite; and *ville*, French, for city; and the *L* at the beginning, though also a French particle, might fitly stand for the Licking—the whole combination, therefore, meaning *city opposite mouth of Licking*, the words being rendered in the reverse order of their positions in the name, or in the direct order, *Licking mouth opposite city*, which is, of course, “all one reckonings, save the phrase is a little variations.” It was a peculiarity also of this *recherche* contrivance that it could have grown with the place, that is to say, by reason of the flexibility of the Greek part of the compound it might, by the slightest orthographic modifications, and with no loss of euphony, have been adapted in its signification to any possible future changes of the settlement with respect to the great feature of the situation, the confronting *debouchure*. For example, when bridges across the Ohio river, above and below the mouth of the Licking, as well as across the latter stream itself, should have bound the original fundamental portion and all its subsequent accretions together in adamantine bonds, then from *Losantiville*, *city opposite mouth of Licking*, to *Los-amphiville*, *city, all around the mouth*, would have

been a very easy transition. There is, of course, no excepting, either on philological grounds or on the score of dignity, to any verbal institution that has the Greek in it; and the descriptive term furnished by Filson for the designation in common parlance of the future competitor for metropolitan rank, so long as retained, was doubtless found sufficient for its purposes. It was allowed to be retained, however, only until something over a year after the first christening, when, the inventor himself having meanwhile made a sudden and unexpected exit from this sublunary scene, and there happening to be no other person then at hand capable of enforcing the merits of his contrivance, the fiat of Governor St. Clair, in contempt of scholarship, changed the name of the original *osantian* town to that in which the *osamphian* city at present rejoices.

Among those by whom this corner of the world was opened to civilization, there appears to have been no small sprinkling of such as were so filled with classical learning that it fairly oozed out of all their pores. Other examples of that sort of drippings are seen in the case of the county which they called *Gallia*, the Latin appellation for *France*, and the county seat there, bearing the name of *Gallipolis*, from the composition whereof, people sufficiently learned, can of course readily make out the interpretation of *Frenchman's Town*.

But though Filson's comprehensive sympathies could embrace many kindreds and tongues, he seems

to have had little affinity with *Indian*; and the last trace of his subsequent history and fate appears in the account of his connection with the exploring expedition which Judge Symmes set on foot immediately upon his first coming to the purchase. On landing at this point in September, 1788, Symmes found Patterson and Filson, with the company of Kentuckians from Lexington above referred to, upon the ground, prepared for the initiation here of their project, and awaiting his and Denman's arrival, after having finished the marking of the line of the road from Lexington hither; Filson being said also to have been engaged for a day or two in running the lines of streets here. This same company of Kentuckians, including Patterson and Filson, formed the escort who encouraged Symmes to the exploration which he desired to make of the interior of the country, by their promise to see him safely through; and upon the defection and desertion, heretofore related, of the majority of these Kentuckians when the exploring party was at the most remote portion of its route, the indications thought by Filson to have been discovered of the possible proximity of a rather numerous representation of the red skinned habitues of that inner region, began to raise in him apprehensions that before the expedition was terminated, he might find himself subjected to the attentions of a class of his fellow-beings the prospect of any interview with whom, on their native heath, under the altering circumstances of

the situation, filled him with a powerful yearning for the pleasant places of his last sojourn. That it would now be entirely in accordance with the fitness of things for him to avail himself of the first favorable opportunity to take his departure for those more congenial surroundings was therefore a conclusion promptly reached. Nor was it long before considerations of that nature came upon him with the force of the imperative appeal,

“Stand not upon the order of your going,  
But go at once——”

So setting out precipitately and alone, with the determination to allow of not the least delay in placing himself *en rapport* again with the more advanced civilization of the Ohio shore, he encountered on his way a solitary red-skin. Here the discordance of the two natures of Filson and Indian was speedily made manifest. A brief attempt, insisted upon on the part of the savage, to mingle their incongruous elements, resulted in the immediate sublimation of the scholar to another sphere of existence. The shining victim's mortal part was laid low by the hand of his unlettered foe, within three hours from the time of separating from the rest of Judge Symmes' company. The locality of the occurrence was probably not far from the northern boundary-line of Hamilton County, and north-east corner of Colerain Township. And now, as imagination brings up the spectacle—this  
“*maris et terræ numeroque carentis arenæ men-*

*sorem*," so ruthlessly bereft of life and sepulture by the wild shores of the Great Miami—it would seem as if the skillful manipulator of the shapings of fancy might have found the occasion available for pointing a moral, in an effusion like that which the Venusian bard contrives to have uttered over the unburied corpse of the Tarentine philosopher—

“—*nec quidquam tibi prodest*  
*Aerias tentasse domos, animoque rotundum*  
*Percurisse polum, morituro !*”

Thus, to matters opposite the mouth of the Licking, the hand of a single Indian gave a staggering blow. But the project, which here in the death of Filson sustained a check, was one which was not destined to prove abortive. It had now been brought to such a state of forwardness that the incident just narrated, did but briefly retard its further prosecution. The other parties to the undertaking were still at their post; the loss of Filson, however, seemed to have such a disturbing effect as to necessitate an entire withdrawal from the ground for the time, and so Denman and Patterson, with what following they had, went up with Symmes on his return to Limestone. There another man, Israel Ludlow, was soon engaged to supply, as best he might, the place of Filson in the emergency; the thwarted plan was then measurably readjusted, and within the next three months was witnessed the auspicious birth of the settlement which was forevermore to keep watch and ward over all that pertained to the aforesaid debouchure.

In a letter to his associates, dated North Bend, May 18th, 1789, Judge Symmes gives the following account of the arrival and entry upon their location of the small band of adventurers who came as the successful beginners of the imposing civic development now here exhibited.

“ On the 24th of December last, Colonel Patterson, of Lexington, who is concerned with Mr. Denman in the section at the mouth of the Licking river, sailed from Limestone in company with Mr. Tuttle, Captain Henry, Mr. Ludlow, and about twelve others, in order to form a station and lay out a town opposite Licking. They suffered much from the inclemency of the weather and floating ice, which filled the Ohio from shore to shore. Perseverance, however, triumphing over difficulty, they landed safe on a most delightful high bank of the Ohio, where they founded the town of Losantiville, which populates considerably.”

Early in the succeeding month of January, the running of the lines of the streets and lots having been completed, a drawing and distribution of the donation lots took place, and the settlement could be regarded as fairly started on its way. It is, of course, not to be supposed that with the completing of these initiatory steps the interests of the project ceased to be affected by the consequences of the above narrated untoward exhibition of Indian ferocity. Still the genial influences which were expected to flow from the peculiar natural advantages of the position,

so deftly intimated in the original name of the town, were not backward in an efficient manifestation of themselves, and the young forest plant, with as much promptness as could have been expected under the circumstances, gave promise of a most vigorous growth. In a letter to his associates, dated at Cincinnati, November 4th, 1790, towards the close of the second year after the founding, Judge Symmes makes the following report of progress:

“The advantage is prodigious which this town is gaining over North Bend; upwards of forty framed and hewed-log two-story houses have been, and are building since last spring. One builder sets an example for another, and the place already assumes the appearance of a town of some respectability. The inhabitants have doubled here within nine months past.”

In another letter from the same, dated North Bend, January 9th, 1790, the occasion of the change of name which the village overlooking the Licking confluence underwent about that time, is thus stated:

“Governor St. Clair arrived at Losantiville on the 2d instant. He could be prevailed on to stay with us but three nights. He has organized this purchase into a county. His excellency complimented me with the honor of naming the county. I called it *Hamilton County*, after the Secretary of the Treasury. General Harmar has named the new garrison *Fort Washington*. The Governor has made Losantiville the county

town by the name of *Cincinnati*, so that Losantiville will become extinct."

Among those inclined to seek out the reason of things there might be some difference of views shown in assigning a cause for the remarkably vigorous vitality noticed in the first of the two immediately preceding extracts so soon manifested by this competitor in the lists for civic standing. One writer has been disposed to attribute it altogether to the presence, at the very nick of time, of an agency similar to that by which a famous war and political overturning were brought about in a remote antiquity, and to which the old satirist alludes in his verse, as no new thing under the sun even then :

"Nam fuit ante Helenam cunnus teterrima belli

Causa: —"

It was, of course, intended also in the verse to convey the idea that a recurrence of the like was never to be looked upon as anything surprising. In the case here to be considered, however, the operation, it will be observed, must have been pacific and constructive, rather than warlike and destructive. There is probably no good reason though why the working should not be either way upon occasion. But to the case in hand. In Burnet's "Notes on the Northwestern Territory," it is related that Ensign Luce, who, at the request of Judge Symmes, was sent from Louisville to North Bend with the detachment of eighteen soldiers, for the performance of the

service which Kearsey had so unceremoniously shirked, of affording protection to the Miami settlers, came without any orders as to the precise spot in the purchase at which he should permanently quarter himself; and that in the exercise of the discretion which he considered had been allowed him in that respect, he immediately displayed a most unaccountable and obstinate predilection for the station opposite the mouth of the Licking, and in despite of the remonstrances and entreaties of the Judge, left the Bend within a few days after his first appearance there, and betook himself, with his command, to the place of his choice, where he forthwith commenced the construction of a permanent military work, greatly to the chagrin and detriment of the dwellers at the Bend, who had planted themselves there in the belief that they would there be sure of the constant presence of a body of soldiers for their defense. The narrative thus proceeds: "About that time there was a rumor prevailing in the settlement, said to have been endorsed by the Judge himself, which goes far to unravel the mystery in which the removal of the troops from the Bend was involved. It was said, and believed, that while the officer in command was looking out very leisurely for a suitable site on which to build the blockhouse, he formed an acquaintance with a beautiful black-eyed female, who called forth his most assiduous and tender attentions. She was the wife of one of the settlers at the Bend. Her

husband saw the danger to which he would be exposed if he remained where he was. He therefore resolved at once to remove to Cincinnati, and very promptly executed his resolution. As soon as the gallant commandant discovered that the object of his admiration had changed her residence, he began to think that the Bend was not an advantageous situation for a military work, and communicated that opinion to Judge Symmes, who strenuously opposed it. His reasoning, however, was not as persuasive as the sparkling eyes of the fair Dulcinea now at Cincinnati. The result was a determination to visit that place and examine its advantages for a military post, which he communicated to the Judge, with an assurance that if, on examination it did not prove to be the most eligible, he would return and erect the fort at the Bend. The visit was quickly made, and resulted in a conviction that the Bend could not be compared with Cincinnati as a military position. The troops were accordingly removed to that place, and the building of a block-house commenced. Whether this structure was on the ground on which Fort Washington was erected by Major Doughty, can not now be decided. That movement, produced by a cause whimsical, and apparently trivial in itself, was attended with results of incalculable importance. It settled the question whether North Bend or Cincinnati was to be the great commercial town of the Miami country. Thus we see what unexpected results are sometimes produced by circumstances apparently trivial.

The incomparable beauty of a Spartan dame produced a ten years' war, which terminated in the destruction of Troy, and the irresistible charms of another female transferred the commercial emporium of Ohio from the place where it had been commenced to the place where it now is. If this captivating American Helen had continued at the Bend, the garrison would have been erected there—population, capital and business would have centered there, and there would have been the Queen City of the West."

Now, there might be no particular objection to that story if it would bear scrutiny upon the question of its conformableness to the facts of the case. But Judge Symmes' letters\* show plainly that within one week after his arrival, instead of tergiversating, as above related, Ensign Luce, with his few men, built a block-house at North Bend, as good a one as could have been expected under the circumstances, and continued to occupy it, conducting himself in a perfectly satisfactory manner for at least the next four months, or until the end of the ensuing July. The backset which affairs at North Bend received at the close of the spring of 1789, referred to further by the writer of the foregoing account, as one of the consequences of the abandoning of that post by Luce with his command, was altogether in consequence of a panic resulting from an attack by a troop of Indians on

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\*See that published in Cist's "Cincinnati in 1841," as well as those hereto appended.

a party of settlers whom that officer was escorting with a squad of his men in a boat from the Bend to a point seven miles farther up the river—the Indians firing from the shore upon the party in the boat, and killing one individual and severely wounding a considerable number of the others. This blow seemed to tell with especial severity upon the North Bend people, causing quite a stampede among them, which almost stripped the place of inhabitants for a time, but the disaster occurred while they had all the benefit they could derive from the presence there of the Ensign with his eighteen soldiers. It is also matter of history that Fort Washington was completed and garrisoned by Major Doughty before the close of that same year, and was begun by him during that summer, and, therefore, while Ensign Luce, as is shown by the letters of Symmes, must have been still at the Bend, properly attending to his duties. Moreover, as regards this officer's means and ability to pursue an arbitrary course in the affair referred to, even if he had had the inclination, it is to be observed that he is stated in the letters to have been perfectly empty-handed—without an axe to hew a log with, or a spade to dig a post-hole, except as Judge Symmes furnished them; and the latter would not have been very likely, under the circumstances, to allow himself to be drawn upon for the means of carrying out a measure which he was solicitous to prevent. So that previously to Doughty's coming and entering upon his work there could have

been no such doings on the part of Luce as are attributed to him in the above account by the author of the Notes—no removal of himself and troops from the Bend, no construction by him of any military work elsewhere as related, and that pair of sparkling black eyes had about as much to do with the locating of Fort Washington and the train of events which followed, as had the glitter of that

“—lingering star, with less’ning ray,  
That loves to greet the early morn,”

or the charms of Highland Mary herself. Assuredly the village opposite the mouth of the Licking was helped along very materially by its acquisition of the Fort as one of its institutions, and so being made the rallying point for the forces gathered during the next few years for the campaigns of Harmar, St. Clair, and Wayne. But that acquisition accrued just as did others, because every day’s observation and experience showed the superiority of this site over any other neighboring one—a matter well enough understood by those by whom the location was originally chosen, or by some of them, and it might be supposed, by no one else so soon and so well as by Filson, who had traversed and mapped off the whole coast and adjacent region, and published a work thereon, long before any Jerseyman had dreamed of starting a town anywhere on these confines.

Before the organization of the county in the year 1790, there was, of course, no opportunity for the

recording of any plat of a town within its limits. Nor afterwards does there seem to have been the least disposition to attend to that essential measure until, in the month of December, 1800, the Territorial Legislature passed a law rendering the proceeding imperative. But in the case of this one, as has been already related, one of the three original proprietors was by that time long since dead, and the two survivors were residents of distant parts of the country, and having besides disposed of all their interest in the premises, were no longer to be expected to concern themselves particularly in reference thereto. Moreover, the plat adopted by the three, in accordance with which the town was laid off, for some reason could not be produced. And, indeed, though undoubtedly the same design was in the main adhered to, in the next that was made, there appears to be no evidence that the document as prepared by the hands of Filson, at Lexington, was ever seen after his demise; there appears to be nothing to exclude the supposition that the Indian who got his scalp may have carried off also, his plat of Losantiville. But the best thing practicable was, of course, now to be done, to meet the demands of the law in the matter. And accordingly, on the 29th day of April, 1802, two separate drafts were offered, and admitted to record, both purporting to be accurate representations of the required document. One of these was by Israel Ludlow, the other by Joel Williams. Ludlow,

as the holder now of one of the three proprietary rights, presented also with his draft a certificate from Denman, that, so far as he (Denman) had anything to say any longer as one of the three first owners, the said Ludlow was fully authorized to make a representation for record of the plat which they had adopted. Williams, on the other hand, certifies to his own competency, in accordance with the law, and to his authority as one, and as agent of the other, of the two assignees of the two surviving first proprietors. These two productions, each thus purporting to be an accurate showing of the genuine original, are in the main, alike, but differ in some particulars—such as their delineations of portions of the boundary lines of the sections, and the names of most of the streets of the town, and with regard to the piece of ground comprised in the present public wharf, between Front street and the river and Main street and Broadway, which on Ludlow's draft is left open as now held, but on that of Williams is represented as laid out in building lots continuously with the adjacent parts—this same piece of ground becoming afterwards the subject of lawsuits between the city and Williams, and others claiming by virtue of grants from him. There seems to have been a subsequent survey, or pretense of one, which reduced the contents of the fractional section No. 17, some sixty acres below the amount shown by the original measurement, and Denman in paying for the tract by laying warrants on the

sections, as hereinafter related, paid for only the smaller quantity in the fractional one, while Judge Symmes claimed, and it appears rightfully, for the larger. This the latter may have regarded as justifying him in making the deed to Joel Williams in the year 1800, for the disputed wharf property lying in the fractional section, which he held had not been fully paid for.

In the record of the plats here referred to, as might be expected, and necessarily, was adopted the *name* for the town which had been substituted for the original one by General St. Clair when organizing the county in the year 1790, and by which the town had ever since then (more than twelve years) been called, and had now become widely known, but Williams, in his part of the record, certifies distinctly to the fact that the place had been formerly called *Losantiville*, and there is an abundance of other convincing evidence of the same fact, though some notable persons, claiming to be thoroughly informed upon the subject have persistently denied that the place ever bore that name.

The recorded agreement of August 25, 1788, may show plainly enough the rights of the three owners up to the time of Filson's death. After that occurrence, the two survivors, in the years 1794 and 1795, assign their interests in the premises—Patterson to Freeman, and Denman to Williams—Patterson's assignment being made upon the original agreement, as though

no other had ever been entered into or recognized by the parties, and Ludlow appearing to be regarded all along as standing in Filson's place and as having received a transfer of his interest; but questions have been sometimes asked as to what sufficient evidence of any lawful transfer of that interest was ever seen.

The respectable prices at which choice lots in the borough have since come to be rated have naturally sometimes raised a feeling of curiosity in regard to the prime cost of the ground originally covered by the plat. About all who have written upon the early history of Cincinnati are found saying something upon this topic, and it is likely are quite as near the precise truth in their statements as those reliable chroniclers who have undertaken to specify on what terms Dido obtained the site of Carthage. In the before mentioned agreement of Denman, Patterson and Filson, the first of the three claims to be "seized of the land by right of entry," and the two others stipulate to pay him twenty pounds Virginia currency for an undivided two-thirds of the premises upon production by him of "indisputable testimony" of his having secured a title. The specified amount, it is stated, also was to be received by Denman, "as a full remittance for monies by him advanced in pay for said land." Supposing, then, the sum named to have been two-thirds of what had been agreed upon for the entire consideration, this, with \$3.33 for the pound Virginia, could only have amounted to \$100. The following items,

however, may help to an estimate of Denman's performances in the paying way in that connection. In a heretofore mentioned letter, dated North Bend, January 9, 1790, Judge Symmes, referring to certain calumnies which had been circulated against him by many persons who had been out to the Purchase and returned to New Jersey, and by Denman, among the rest, remarks :

“ I shall not now say how true or false his allegations are of my selling to others the lands which he had located, but instead thereof I enclose to you the original locations, as he calls them, which, in plain speaking, are only applications.”

“ Mr. Denman had paid me to the amount of about fifteen hundred dollars in certificates, but even part of these he had again drawn out of my hands by orders on me in favor of other people, and his section opposite Licking is to be paid for, out of these. By Mr. Denman's letters it does not appear that he ever wished to take any steps toward making payment for the vast tracts which he had applied for—suppose it could have been reduced to certainty in what quarter of the purchase they lay—but no mortal knew, or yet knows, where more than one acre in twenty lay of what he had pointed out in his applications.”

“ Mr. Denman and Mr. Ludlow had located about two hundred and forty thousand acres. Mr. Denman

had paid for two or three sections at most, and his section and fraction at Losantiville, and some orders were to be taken out of these."

Dayton, writing to Symmes from Elizabethtown, N. J., March 20, 1790, says: "It seems that Denman has never yet covered with any warrant the section on which they are building Losantiville. I hear that he has been buying from Halsey and others two or three of your warrants on cheaper terms than he can get them from you or me, intending to lay one of them on that section. As he, neither by this nor any other means, has aided our second payment in the least, I think you would do rightly to prevent his covering the Losantiville section with any warrant but what he shall now buy from you, or me as your agent, and pay your price of \$6|3 or \$7|6 for, in certificates to be applied toward the next payment. You had better inform both him and me by letter of your determination in this matter, but not to mention from whom you gained your information."

By the record of Judge Symmes' Book of Entries it is shown that in May, 1790, there was presented on behalf of Denman one of Symmes' warrants for location upon the section No. 18, and in April, 1791, a fractional warrant for the fractional section No. 17, which were all the ground embraced in the original plat of the town; and the last named warrant being short about sixty acres of the contents of the section on which it was laid, left that quantity still unpaid for

according to the Book of Entries. These were not warrants originally issued to Denman, but obtained by him by assignment, at depreciated rates, of course—such was the fact, at least, with regard to that laid on the entire section No. 18, and by precisely how severe a draft upon his exchequer the heavy operator did finally, if ever at all, get the grand payment completed, the “indisputable testimony” does not suffice to show. It is usually asserted, in reference to this subject, that Denman bought the ground from Judge Symmes, at about such a time, and at such or such a price, the prices alleged to have been paid having a range of from about \$50 to \$500. But from what is above stated, Denman appears not to stand in the position of a purchaser from Symmes, so far as regards the entire section at all events, and of about a third of the fractional he seems never to have been a purchaser from any one. And as to the actual amount of the total consideration, it is likely that the smallest of the sums mentioned as such is a large enough figure for all that Denman ever paid to any person or persons for the premises in question.

## CHAPTER IX.

Views of the founders as to comparative fitness of site borne out in subsequent history of Cincinnati—The aborigines cognizant and availing themselves of the advantages of the site as a point on lines of intercommunication—Natural and necessary identity of interests of adjacent sections of the country north and south of the Ohio river here—Some aspects of the locality of Cincinnati from an æsthetic point of view—Possible opinions from present indications of the character of the inhabitants and its tendency—High character of the earliest settlers illustrated by some individual examples and personal references—Judge Symmes' prophetic view of the future of the Miami settlement—Conclusion.

Whatever the various matters originally thought essential to the account in determining questions of comparative fitness of situation, it must be admitted that the views which then led to the adoption of the particular location whereon has grown up the city of Cincinnati, have been amply sustained by the test of time and experience. It would certainly not be easy now to indicate any other spot in the neighboring territory at which the conditions requisite to the growth of a great city could have been secured to the same extent. And though there continued for years to be on the part of some an adherence to the belief that North Bend had incomparably the superiority in respect of what were termed geographical advantages, yet a reconsideration of the subject in the light of the present day would probably terminate in the disclosure of but little to sustain such an opinion. Nor have the

vast changes in the methods of locomotion introduced with the lapse of time detracted in the least from a peculiarity of this station which quickly gained the attention of the earliest settlers of Kentucky, its eminent suitableness for a point of departure on lines of transit between tracts of country stretching far to the north and south—a feature which, besides commending itself to the notice of those who came first in the advance of civilization as explorers hereabouts, had been made available also for their own purposes by the aborigines themselves, who from as far north as the lakes found through here a channel of communication with an attractive southern region of great extent. The Kentucky portion of that region forming the heart of that State, and the adjacent portion of Ohio, it may be observed, too, have always been seen since civilization, first obtained a foothold in them to be well adapted to the preservation of good neighborly relations between their inhabitants by a natural and necessary community of interests. The settlements which supplanted the aboriginal occupants throughout this district on both sides of the river having been identified in their infancy in their struggles for existence against common trials and dangers, the ties thus early formed have proved adequate to the requirements of every subsequent emergency, and show as yet, no signs of any weakening. From the present outlook of things it might be conjectured that the city of Cincinnati, after annexing on the northern side of the river to

the limit at least of all that was embraced in the patent to Symmes, will, in due season, finish up every needful appliance for the facilitating of intercourse with the southward, and grow to Lexington. The hub of the settlement will always be about the mouth of the Licking, but the sweep of the periphery will probably be discernible somewhere in the vicinity of the falls of the Ohio.

When accounts are given of famous centers of civilization, any advantages of situation pertaining to them of a character to charm the eye of the beholder are not overlooked in the sum of what it is thought appropriate to notice in their commendation. Of Cincinnati in this particular it may be said that in respect of a certain combination of the majestic and beautiful in the natural features of her site and surroundings, when not obscured by the fumes of burning bitumen from her myriads of chimneys, she can challenge comparison with any other city of the earth of times past or present. Turning to those of the past, the mind's eye may rest on one of transcendent fame, to which poets and orators have ever been prone to allude as seated on a throne of hills. The imagination may call into view a river celebrated in history,

“ —of whose banks

On each side an imperial city stood,

With towers and temples proudly elevate,

On seven small hills.”

And the assertion may be hazarded that the Queen

of the West, by the time she is finished, will make a showing of "towers and temples proudly elevate" on more hills than those and greater, besides enclosing within her circuit a confluence of two rivers, either of which, as a river, is entitled to be rated a compeer of the Tiber.

But now seems not inappropriate the suggestion that though in this kind, some modern aspirant for power and renown may attain to a more imposing position on hills, may widen to a greater circumference and get to be generally more plethoric than that wherein was seen the Capitol

"Above the rest lifting his stately head,  
On the Tarpeian rock ——"

Yet it was justly cited by one of her famous poets as the crowning glory of the olden queen of the earth that she was *magna virum*—great in men of noble mould. It will, therefore, be incumbent on whatever communities shall venture into a comparison of themselves with her, to consider how they stand in that small particular, and their chances of ever showing forth any specimens of the human race worthy to be named with some of her production. As touching, however, the qualities of the men of the immediate vicinage respecting which this discourse doth especially concern itself, it is conceivable that some capacious observer may just now think discernible in them indications of a growing degeneracy—a tendency to depravation, marking here the time and manners, to such a degree, perhaps, for instance, as that.

“Nae langer, Rev’rend Men, their country’s glory,  
 In plain, braid phrase hold forth a plain, braid story ;  
 Nae langer, thrifty Citizens, an’ douce,  
 Meet owre a pint, or in the Council-house ;  
 But staumrel, corky-headed, graceless Gentry,  
 The herryment and ruin of the country ;  
 Men, three parts made by Tailors and by Barbers,  
 Wha waste the weel-hain’d gear ”—*most shockingly*.

In short, the censorious individual who is sup-  
 posably indulging in observations of that nature here  
 may now in particulars of the kind alluded to find his  
 vision greeted with somewhat such an aspect of things  
 as, it might be suggested is, more or less likely,  
 always in such cases, to result from the absence of the  
 single condition which, it has been aptly said, “lends  
 enchantment to the view.” But however much or  
 little worthy of admiration in them may, in the obum-  
 brated present obtrude itself upon the observer, it will  
 hardly be denied that, in the good old days of the  
 past, the race of Cincinnatians have given indications  
 of being reasonably well endowed with the traits of  
 character requisite to the advancement of a com-  
 munity on the world’s stage.

It will probably also have to be admitted that some  
 traces of the same thing are even still discernible here.  
 And if the cause of the manifestation should be  
 thoroughly sought out, the discovery might be made  
 that such qualities, however overclouded or of  
 unsteady lustre of late, are really indigenous to this  
 community—that is to say, they were ineradicably  
 implanted in it by the first settlers.

Whoever traces his lineage up to the early emigrants to the Miami purchase comes of a stock which may be extolled on grounds that will bear scrutiny. Of course, those who were the first to seek homes in this section of the country, while yet in its primitive condition, were not so self-sacrificing as to suppose they were coming to a field which was likely to prove ungrateful to the laborer's toil. On the contrary, the idea was universally entertained that the field was one of great promise. Still, the promise was not of a nature to attract, to any considerable extent, a kind of adventurers who abound in some of our new settlements now-a-days — people who come merely with a view of making a sudden impact on some oleaginous deposit, and in the pursuit of their object, are usually more or less affected with an apprehension of contingencies which may render an expeditious change of their location desirable or necessary within a brief period, and such like carpet-baggers of the worst description.

The early emigrant hither, sought here a permanent abode, looking forward to a time when he might expect to repose in peace and plenty under his own vine and fig tree, yet well aware that there was a great preliminary work to be performed—the work of reclaiming a wilderness, and naturally a goodly portion of the first comers were such as came with characters and capacities adapted to the task which they saw was before them. Moreover, those who pro-

jected and managed the commencement of the civilizing process in this quarter were persons who could have given as well as any Sir Wiseacre the answer to the question, "What constitutes a State?" and the few following extracts from their correspondence may suffice to show the pains they took to gain to the support of their plans thitherward a fair supply of the right sort of material at the start. Under date of November 25, 1788, Judge Symmes, writing from these parts to his associate, Dayton, in New Jersey, expresses some solicitude lest his efforts in that behalf may yet be thwarted:

"With regard to Mr. Stites, whose influence in the Redstone settlements and connection with Mr. Gano's family, and they with the Baptists, who are the most numerous sect of Christians in this country, is such, that he has been able to embody about sixty men, many with their families, who expect to settle at the mouth of the Little Miami on the sixteen sections which he had located there."

Under date of May 16, 1789, Dayton, writing to Symmes, says in reference to the same topic:

"The Hon. Richard Henry Lee, Senator in the new Congress, applied to me the other day to know the terms on which he might become a purchaser between the Miamis. I acquainted him that I proposed to visit New York again next week, and then I would bring with me your pamphlet with the map sent me by Mr. Ludlow, and would give him all the

information I was possessed of. Thinking, as I do, that it will be beneficial to the settlement to have Mr. Lee interested in it, I shall endeavor to engage him in it by the representation and offers I shall make to him. Before any more applications of like nature are made to me, I hope to receive the map and your express instructions.

“Colonel Spencer will probably deliver you this with his own hands. He sets out to-morrow to view your lands previously to his determining to take out his family and settle there. Very much depends upon what that determination shall be, and upon the report he shall make when he returns here. It is, I do assure you, highly your interest to give him every encouragement and satisfaction possible, for I scruple not to say that there is not a single person in the State who can induce more settlers to follow him than the Colonel. The affection which the people bear to him and the entire confidence they have in his veracity and integrity have determined many to wait his return and be governed by his report and decision.”

Dayton to Symmes, August 5, 1789, says :

“Captain John Brown, of Woodbridge, proposes to start next week for the Western country. He is not yet entirely determined whether to sit down in Kentucky or with you. I hope he will choose the latter, as he is a good horseman, a spirited fellow, and one who will be very serviceable to you in your skirmishes with, or pursuit of the Indians. With a

view to continue him on your tract I have sold him a section in the military range at much less than its value, and I hope that with the same view you will give him every countenance and encouragement which you conveniently and consistently can."

Symmes to Dayton, January 9, 1790, says:

"The Reverend Doctor David Jones, of Pennsylvania, is now with me at my fireside. He came here with a view of acquiring lands in this purchase in order to form a settlement with many of his friends and neighbors. The Doctor has military bounty warrants for 1,200 acres. These I beg you to bring into the military range in this purchase, if possible. The Doctor will be a valuable acquisition to the settlement, and I make no doubt of his being instrumental of many good settlers coming to the purchase. With this view the Doctor has contracted with me for the residue of the fifth range after Colonel Spencer has his township set off. Mr. Casey, a gentleman from New England, who is on the ground as a settler, begs me to make interest for him with you to have five military bounty warrants of his, admitted in the military range of this purchase. If this favor could be granted him, I believe it will be of use to these settlements, as Mr. Casey has a large family of sons and is too poor to purchase any other way."

Dayton to Symmes, March 16, 1790, recommends the bearer of the letter, Mr. Joel Williams, to favorable consideration "as a man of intelligence, activity and

enterprise, and as one every way qualified for the settlement of a new country, which requires the exertion of all those qualities in an eminent degree."

Dayton to Symmes, September 13, 1790, says:

"Several families are now going, and very many preparing to go out to your tract this fall. Among others, is a Mr. Moses Miller, who will probably be the bearer of this letter. He is a kinsman of mine, and has requested me to write to you in his favor. You will find him to be a steady, sober, industrious and well informed person, and I will thank you to give him every aid and encouragement possible, when he arrives upon the ground. He has been remarkable among us, young as he is, for the facility and certainty with which he acquires an influence over the laboring class of people, among whom he at any time resides."

From these examples it will be seen that so far also, as the most zealous efforts of the leaders in the business could thereto avail, the body of people who put themselves to the work of founding at this position, in the wilds of the West, a fabric of civilization, were made up of as well qualified operatives for such an undertaking as the whole country could produce in an age of heroic performance.

There is a principle in nature, alluded to by a wit of old in his observation that the cask is apt to retain for a long time a savor of the liquid at first put into it, and it would not be easy to determine the degree to which the whole future of the Queen City, may be

destined to bear the impress of the liberal infusion made of people of the most sterling character, at that important epoch in the history of the community, which the poet has in his vision, when he says :

“ I hear the tread of Pioneers  
Of nations yet to be ;  
The first low wash of waves, where soon  
Shall roll a human sea,  
The elements of empire here  
Are plastic yet and warm,  
And the chaos of a mighty world  
Is rounding into form.”

Of the form of things at length to be evolved from the operation of the elementary agencies then here in the incipency of their action, it would seem that Judge Symmes must have felt himself favored with something like a prophetic vision. For the dangers, disasters, and gloom through which, for long years, the enterprise had at first to struggle, to the dismay of so many, were impotent to shake his faith in the ultimate importance of the settlement which he was with such zeal and efficiency devoting himself to the task of establishing in the Miami purchase. He appeared throughout to have had raised in him “ an undergoing stomach ” from a conviction that he was engaged in a work whereof the result was to be, to use an expression of his own, “ to reclaim from savage men and beasts a country that may one day prove the brightest jewel in the regalia of the nation.” Such were the views with which some of the forefathers

of the settlement appear to have been animated, and that there should continue to be seen on this field of action, a progeny worthy of their heritage, in being up in character to the standard of their pioneer ancestry, would have afforded no slight assurance that the results here to be achieved should fulfill the expectations of the most sanguine of those who led the way in redeeming the country from the wilderness. With such ground of assurance, there had been nothing presumptuous in predicting for the small beginning of the dark December days of 1788, the realization at no distant future, of a brilliant destiny. And it may now be not inopportune farther briefly to inquire whether, from a present observation, there might be found indications of anything answering to the belief which the prime mover of the scheme for the conversion of this particular section to the uses of civilization entertained, and so fervidly expresses, respecting the lustrous *national* treasure, that though largely hidden from view in his day, he yet thought was sooner or later, to be here plainly disclosed. For in a survey of the whole territorial extent of the United States, the Great Republic is seen so copiously stored at least with material treasures, as to be not unfitly thus apostrophized :

“Earth has no clime, no sky, but Thou commandest,  
No growth but Thy wide-spreading soil can bear;  
No ore but the rich ground on which Thou standest,  
Somewhere or other bids Thee stoop and share.”

And surely no low degree of merit must be requisite to entitle any portion to be regarded the most precious of such possessions—the *brightest jewel* in such regalia. The district of country surrounding the city of Cincinnati, however, as favored by the hand of nature, has, in some respects, never been without admirers partial enough to rate it among the gems of this terraqueous sphere. And whatever natural advantages the first settlers found it affording for the pursuit of traffic, so far from being in any wise impaired, have certainly on the contrary been to their full proportion enhanced by the mighty changes since wrought in the modes of transportation and intercommunication between points far and near. So that here is now seen a center whence Briarean-armed commerce reaches forth to wherever any of earth's toiling millions have aught of value to impart, or a want to be supplied. While the agricultural capabilities of the region, through its limitless sources of fertilization, fit it for the permanent support of a teeming population, the products of whose varied industry may be in request in the remotest portions of the habitable globe when the exhausted placers and bonanzas of this nation's Western confines will have ceased to excite the wonder or the avarice of mankind. Due regard is, of course, to be had also in the present instance to the susceptibility of the jewelry metaphor to applications analogous to that given it in the famous utterance reported of the mother of the

Gracchi respecting her jewels ; and this generation has seen added to the garnerings of the past a record of events testing all the resources of the general government of the United States, under the most trying circumstances, which admit of being referred to as furnishing their quota of testimony that Judge Symmes may not, in any sense of his expression, have very greatly over-stated the importance of the results which the development chiefly by his efforts initiated was destined to show in the nation's future history.

## APPENDIX.



## APPENDIX

OF

LETTERS AND EXTRACTS FROM LETTERS UPON TOPICS  
OF GENERAL INTEREST RELATIVE TO THE  
MIAMI COUNTRY, DATING FROM  
1789 TO 1799.

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No. 1.

Defenceless Condition of the Settlers — A party of them Attacked by  
Indians.

“NORTH BEND, May 22, 1789.

“DEAR SIR :—For several days past, I have been, at every spare hour that I could command, preparing a large packet for your hand, which Mr. James Henry, who is to set out in a few days from this place (five miles above the mouth of the Great Miami), for Jersey, will do himself the honor of delivering to you in person, that you may be by him resolved on many points which I may perhaps have omitted. But in the meantime, having an unexpected opportunity by Luther Ketchel, of Morris county, I set my pen to paper merely to inform you perhaps a few days before

Mr. Henry arrives, that we have no other guard of troops in the purchase than Ensign Luce with twelve effective men. He at most had eighteen, one deserted, and yesterday one was killed and four others badly wounded by a party of about fifteen Indians who fired on the Ensign as he was escorting several citizens in his boat about seven miles up the Ohio from this place, who were going to work on their houses in a new town erecting there. Mr. John Mills, your neighbor, and William Montgomery, of Kentucky, were the only citizens wounded. Mr. Mills received the first shot. The ball entered his back under the right shoulder-blade and came out near his right pap.

“The soldiers were in their habiliments. I have long since informed General Harmar that Captain Kearsey had left the purchase, and therefore solicited of him other succors. I have stated our forlorn situation to Major Wyllis, at the falls, but it is yet uncertain whether we shall receive any fresh assistance from either place. We are in three defenceless villages along the banks of the Ohio, and since the misfortune of yesterday, many citizens have embarked and gone for Louisville, others are preparing to follow them soon, so that I fear I shall be nearly stripped of settlers and left with one dozen soldiers only. Kearsey's leaving the purchase in the manner he did, ruined me for several weeks. But this madness of his, I had in some measure recovered—the late stroke, and almost no troops will frighten many away and pre-

vent still more from coming to these settlements, which would flourish equal to my most sanguine wishes if we had a respectable body of troops stationed in the purchase. If, therefore, you wish, sir, the prosperity of the Miamese (so we call ourselves), pray make no delay in waiting on General Knox, and solicit him that some troops be ordered immediately to our support. In my opinion, troops are of little moment at the falls, and at Muskingum not half as much wanted as here—at both those places they are numerous, notwithstanding. Yourself, Mr. Boudinot, Mr. Marsh, and some others, shall hear something of your lands that will be very agreeable by Mr. Henry. Meantime, my respectful compliments to these and other gentlemen of my acquaintance. And am, with much esteem and regard,

“Your very humble and obedient servant,

“JOHN C. SYMMES.

“HON. CAPTAIN DAYTON.”

## No. 2.

Relating to same subject as the preceding.

“NORTH BEND, May 27, 1789.

“DEAR SIR:—Having so fair an opportunity as now, by Major Wyllys, I do myself the honor of addressing you. I wrote you a few days ago by Mr. Ketchel, of Morris county, but I hope the Major will overtake the letter and bear it with this. The subject of that letter was principally addressed with a view of prevailing on you to solicit General Knox for a few troops. We have, on the whole, escaped very well at our three settlements in this purchase, till on the 21st inst., Mr. Luce was fired upon by a party of Indians, the particulars of which Major Wyllys will detail to you. But, I apprehend that we shall really have some trouble at this post before summer is out. I believe that fifty persons of all ages have left this place since the disaster of the 21st. The settlers consider themselves as neglected by the Government. Beyond all doubt, we are the most advanced settlement on the frontiers of the United States, and yet all our guard is an ensign and twelve men to defend the most perilous post in the western country. I beg, sir, to repeat that we are really distressed here for the

want of troops. If, therefore, you have influence with General Knox, do prevail with him to order us some further protection. I have been preparing a large packet for you for two weeks past, when I had a little spare time, this, Capt. Henry will do himself the honor to deliver to you in a few weeks, as he will leave this place I expect in about ten days. By him, you will learn every particular of my proceedings and the state of the several settlements. On the whole, we flourish, but we have many enemies and ill-wishers who seek to injure us by every falsehood they can devise. The country is healthy, and looks like a mere meadow for many miles together in some places. In my packet, you shall have a description of your land in particular, and of everything worthy your notice, touching the reserved township and the purchase in general, with a variety of maps, besides one general one of the purchase from actual survey as high as eighty miles up the Great Miami by its courses, and across the purchase to Mad river. Strange as it may appear to some gentlemen, my first contract to its utmost limits on all sides does not contain eight hundred thousand acres—but this you shall ere long have demonstrated by the map of sworn surveyors. The Major arrived only this evening, and goes off again in the morning by light, or I would have done my endeavor to forward a part of my narration by him, for I should be wise in this as I fear when the whole comes together, there will be so much

that it will tire you with the reading. I had prepared a letter for Mr. Boudinot to come with Mr. Henry, but I will send it by Major Wyllys, and another for Mr. Condict, which please to forward. I beg, sir, that you will be so good as to forward to me a copy of the last contract with the Honorable Board, for we suffer in our business here because we do not receive it. With much esteem, dear sir, your very humble servant,

“JOHN CLEVES SYMMES.

“HON. MR. DAYTON.”

## NO. 3. EXTRACT.

Further reference to the defencelessness of the country—Dangers impending over the Miami and other neighboring settlements from Indian hostilities instigated by the British occupants of the Northern frontier.

“NORTH BEND, July 17, 1789.

“MY DEAR SIR—\* \* \* \* Pray sir forward me a copy of the contract, and withal give me your opinion on the question, whether the Commissioners of the Board will strenuously adhere to the twenty miles, or whether they may not be prevailed on to give up that mere fragment of land at the mouth of the Little Miami, and suffer me to extend to the banks of that stream. I hope my packet by Captain Henry, and some letters by Major Wyllys and other hands, will soon come safe to your hand. I wrote by Henry\* so fully that it is needless to attempt any relation of facts previous to those dates. I mentioned that I had sent Isaac Freeman into the Indian country. He has returned safe, but brings such terrifying accounts of the warlike preparations making at the Indian towns, that it has raised fresh commotions in this village, and many families are preparing to go

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\*The communication here referred to is published in Cist's "Cincinnati in 1841," p. 196, *et seq.*, though with some errors of transcription.

down to the falls. They say, 'We will not stay longer at a place like this, the very forlorn hope of the United States, and at the same time so intolerably neglected as we are.' One ensign and twelve soldiers in a little block-house badly constructed, and not an axe, hoe, spade, or even tomahawk—the property of the United States—is furnished to them. They must have perished for want of shelter and firewood had I not furnished utensils to them ever since December last, to my very great detriment, for very few axes and other articles are returned until they are entirely ruined, and frequently when I lend an article it is gone forever from me, as boats are always passing, and by calling at this place furnish an opportunity to the soldiers to barter for liquor many an article of mine. Not a swivel is afforded us, when common prudence dictates that each village should have two or three field pieces at least. I have indeed lost sight of any succor from the United States. Major Wyllys assured me when on his passage up the river, that he would prevail with General Harmar to detach some men from that post. Seven weeks has elapsed since, and not a man arrives—not even a dawn of hope that any will arrive, unless these settlements become more an object of attention to Congress and General Knox.

“I am by no means terrified by the report of Mr. Freeman, but I am indeed mortified to see people running away from these settlements, merely because no care is taken by their superiors to save them and their

families from the rage of the savages. They feel themselves abandoned to destruction, and whether the danger they apprehend is real or imaginary, 'tis the same thing to them. One family flying from the purchase causes more detriment to the settlement than fifty staying away, when they are away. The Indians wrote by Freeman in answer to my letter to them. They promise and flatter sufficiently to be sure, Col. Spencer has a copy, but, a few things which Freeman relates as facts, I will mention. While Mr. Freeman was at the Indian towns he was lodged at the house of a chief called Blue Jacket, and while there he saw the pack-horses come to Blue Jacket's house loaded with five hundred weight of powder, and lead equivalent, with one hundred muskets; this share he saw deposited at the house of Blue Jacket. He says, the like quantity was sent them from Detroit to every chief through all their towns. Freeman saw the same dividend deposited at a second chief's house in the same town with Blue Jacket. On the arrival of these stores from Detroit, British colors were displayed on the house-top of every chief, and a prisoner among the Indians who had the address to gain full credit with them, and attended at their council house every day, found means to procure by artifice an opportunity of conversing with Freeman. He assured Freeman that the Indians were fully determined to rout these settlements altogether; that they would have attempted it before this time, but had not mili-

tary stores, but these being then arrived, it would not be long before they would march; that they only waited the return of a Mr. Magee with two pieces of artillery from Sandusky or Detroit, and they would proceed without further delay down to the Ohio on their proposed expedition.

“These preparations for war at the Indian towns I believe are certain, as the report of Freeman is fully corroborated by a letter which Ensign Luce lately received from the commanding officer at post St. Vincent, apprising him of a design among the Indians on the head-waters of the Wabash to cut off these settlements. It also comes confirmed by way of Pittsburgh, that the Indians are making great preparations for war, and that the Miami settlements and Limestone settlements are to fall by the same campaign. What will be the issue, God only knows. I shall however maintain the ground as long as is possible, ill-prepared as we are. I can but perish as many a better man has done before me. It will be but just, however, if we are to have no assistance, to advertise me thereof immediately, that we may all resort to one station, which will be put in the best posture of defense that we are able to fortify. Col. Spencer, or rather his company are impatient to be on their way up the river. I have, therefore, no time to write much, or copy fair what I have already scribbled. I shall be happy to receive letters from you and Mr. Marsh after you receive my packet by Mr. Henry, as

many things are therein stated which need solution.

\* \* \* \* \*

“I have the honor to be, dear sir, with much esteem and gratitude, your assured friend and servant.

“JOHN C. SYMMES.

“HON. JONATHAN DAYTON.”

“17th.—Since dark this evening, a Shawnee Indian came on the hill back of the town and hollowed to the Indian who returned with Mr. Freeman. This made a considerable alarm, the women and children flew to my house, and the men paraded with their arms. But the Indian who was with us went up the hill to the stranger, and brought him in. He makes fair promises, and says, that he is alone from the Indian towns, and only five days on the road.”

## NO. 4. EXTRACT.

Various matters of general and personal interest, and referring to calumnies circulated against Symmes.

“ELIZABETHTOWN, August 15, 1789.

*Dayton to Symmes.*

“DEAR SIR:—I have received your several letters of the 22d and 27th of May, by Major Willis and Mr. Ketchel, and the one by Mr. Henry written in continuation from May 18th to the 14th of June. The situation in which you were left in consequence of the sudden departure of Mr. Kearsey with his troops, was truly disagreeable and trying. I am happy that you have conducted in it with so much fortitude as you appear to have done, and that you were at length in some measure relieved from it by the arrival and continuance of Lieut. Luce and his party with you. I have called a meeting of the proprietors of the reserved township to confer and decide on various matters mentioned and proposed by you, touching their interest there. It will take place in about eight days, and you shall immediately after be informed of the result. Hearing that the bill for establishing and organizing the government north-west of the river Ohio was on its passage thro' the different branches

of Congress, and hearing likewise, that applications had been made and measures taken by some persons which might have a tendency to supplant you in your appointment under the new government, I went immediately to New York, caused an application to be made in your behalf to the President, and spoke to several of the most influential characters in the Senate, from whom I have such assurances as give me reason to expect you will undoubtedly succeed. As soon as anything further is done, I will give you notice, and will likewise send you the law if I can get it in time for this letter.

“In consequence of what you wrote to me, I conversed very freely with General Knox on the situation of the settlers upon your tract, and likewise upon its position on the Ohio as comparatively preferable for the general defense of the territory to either of the other places at which the troops are stationed. He gave me assurances before I took my leave of him, that he would immediately make such new arrangements in that country as would effectually cover and protect you. If this should be delayed long, do not fail to inform me, and I will take care to remind him of his promise.

“Mr. Gano has put the map made by him into my hands for inspection, but as it is not yet completed, he is to take it back for a few days, in order to give it the last finishing. I do not think it advisable, as you recommend, to lay this map before the Treasury

Board, or to have any further communication with them respecting your purchase, as little is to be hoped from them, and *that* the more especially as the system is to be entirely changed, and a board of three commissioners is to give place to a single financier. The new system for the administration of the finance will soon be established, and as soon as it takes effect and the principal is appointed, I shall do my utmost to have our line extended to the Little Miami. Every thing in my power and within the circle of my interest shall be exerted to have Mr. Stites and his settlement included within the boundaries of our deed, and thereby to complete the title of such as have purchased under him there. The East Jersey Company have done nothing more since my last letter in the contract for the strip of land above alluded to, but did, upon my application to many of them, some time since, individually agree that Mr. Stites ought to be considered and indemnified if the purchase was made by them. I believe it will rest as it is, or be entirely dropped as to the company, unless some new and strange company should become bidders for it. I shall not fail, however, to press this matter with the new financier, but I do not expect to succeed until I am prepared to make the second payment and take out the deed. The sooner you enable me to do that, the more likely I shall be to attain that object in favor of Stites and his associates on the Little Miami. Continental certificates are now at \$5|8 specie in the

£ and are rising. If you have received specie for lands which you mean to convert into public securities, the sooner you do it, the more advantageous it will be for you.

“It is proper to acquaint you that neither Stelle, Witham, Downer, Halsey, nor Denman has complied with the contracts entered into with you. \* \*

\* \* \* \* \* Denman refuses to pay a single certificate, because, as he informs me, you have been selling to others all the lands he located. If this be untrue, and any of Denman’s locations are reserved for him, I wish you to acquaint me. Thus circumstanced as we are here, you will readily perceive that we have made but little progress and derived little or no benefit from your different contracts towards making the next payment.\* \* \*

\* \* \* \* \* You will now, my dear sir, permit me to speak of yourself in that style of sincerity and truth which I have ever professed and shall ever continue to exercise towards you. It is with uneasiness I have heard, it is with reluctance I relate, the many injurious and unpleasant reports that are circulating with respect to your conduct at the Miamis. I have accounted for some as well as I was able to the people who speak of them. I have contradicted others, but certain persons have asserted to my face that they themselves have been witnesses of a part.

“I would not have you believe that I can give

credit to disreputable reports of a man so high in my opinion and esteem as you are, but you must pardon me for saying, that, although I can not think you criminal, I must suppose you faulty, and *that* because there is scarcely a single one of all the Jerseymen who have as yet returned from the Miamis who does not complain of you or speak of you with disapprobation. I have opposed as far as possible the torrent of abuse poured out against you; I have chided, I have even quarrelled with the promoters of it, but so general is the clamor of those who have been with you, and so strong and pointed their assertions, as almost to force your very particular friends to give over your vindication. The history of the two sisters (your housekeepers) is related with every exaggeration and in a style calculated to make the most unfavorable impressions against you. Your indiscriminate laboring and encouragement of it on every day alike, without regard to the Sabbath; your breach of promise in a variety of instances, but especially in promising and disposing of lands one day to one person and selling them the next day to another; the hatred which the people of Kentucky bear to you, etc., are among the charges which are uttered and echoed against you. When a few of us are advocating you, and assigning the most probable and plausible reasons for such parts of your conduct as are too strongly supported to be denied, we are immediately asked, why, if what we say is fact, none of the many who have been the witnesses

of your transactions in the West can be found to vindicate and speak for you.

“I assure you, my friend, that it has pained me beyond measure to hear what I have heard of you without the power or knowledge of disproving it. The spirit and rage for purchasing in your tract, and for emigrating thither, has been not a little checked by the apprehension that you are really the man which fame describes you. These are truths which it grieves me to retail to you, but it is my duty as your friend to do it, and also as one who is interested in and a well-wisher to the prosperity of your settlement. I have requested all whom I have spoken with to suspend their opinion until the return of Colonel Spencer, in whom much confidence is placed. I hope it may be speedy, and that his report may be favorable, for much, in every point of view, will depend upon it.

“As my letter containing a copy of our contract with the Board of Treasury appears to have miscarried, I herewith enclose you another, which I hope will reach you, and must request that you will, without delay, execute and transmit to me, the ample and adequate power of attorney, as required in the latter part of that instrument.”

“*August 25th.*—The appointment of Judges for the Western territory is made—S. H. Parsons, John C. Symmes and Wm. Barton are the three. I enclose the paragraph taken from the newspapers, and

the short law which is passed, respecting that country. You will perceive that it is merely a temporary provision. The time assigned for the present session of Congress did not admit of their entering farther into that business, but it is expected that the organization of your government will be resumed and completed at their next sitting. I think it proper to acquaint you that when I went to New York, to canvass for you, I found with pleasure that Governor St. Clair was not unfriendly to you. The proprietors of the reserved township have had one meeting. Your letter, so far as it respects them, has been referred to a committee, who are to report to the general meeting to be held again next Monday week. If I detain this letter until that time for want of opportunity, I shall then be able to enclose herein the resolutions and transactions of the proprietors. The military committee have appointed me their sole agent for conducting the whole business respecting the military range. I shall appoint two surveyors, in order that we may be more certain of having one continually on the spot to receive, locate and register the warrants issued and indorsed by me. The survey of it into sections must be made this fall, and a plat thereof lodged with me by February, in order that those who are entitled may make their drafts by lot and know their sections before the time arrives for going out in the spring. Mr. Ludlow and Mr. Gano will probably be the two surveyors, the latter of whom has consented to survey and register for a penny specie per acre.

“Mr. Isaac Spinning returned from your tract last evening. I have seen him this morning. He tells me he left Col. Spencer in Virginia, where his horse was taken lame, and he proposed to tarry a few days until he was recovered. Spinning, like all the rest who have been there, speaks highly of the soil and country, but, unhappily, like the others too, he confirms the reports respecting your unpopularity both on your own land and in Kentucky. He has no prejudices against you himself, but when closely questioned, as he has been, by some suspicious or unfriendly persons, he confesses, altho' with seeming reluctance, the prejudices they entertain towards you there. What, my friend, can it mean? It appears to me impossible, knowing you as I do, that you should deserve what has been said of you. There is some mystery in the business which I cannot as yet unravel. I am just informed that provision is making to have the survey of your tract completed this fall; if so, the second payment will be due soon after the new year, and to be unprepared for making it, would be to forfeit and ruin all. I pray you to forward the certificates for the purpose as fast as you receive them, for if the Continental surveyors should immediately go out and push on their survey with spirit, we have quite little time enough left in which to collect the sum requisite. Eighty-four thousand dollars are not easily to be gotten together in the short space of three, four, or five months.       \*       \*       \*       \*       \*       \*

The resources which you supposed your contracts with Stelle, Witham, Downer, Denman, and Halsey, would afford you, are nearly vanished. I hope you have ere this established others, which will prove more certain and more productive. \* \* \*

\* \* \* \* \* I have written to Messrs. Anderson, Kennedy, and to every other person in short, whose contracts or notes I am possessed of, informing them that we are preparing for the second payment, and that they must discharge their obligations, or return their warrants immediately. Although I refused the gentlemen here to have my name inserted in any letter of agency which they proposed to send out for you to execute, yet, as you thought proper of your own accord to make it out in my name, and as I have since accepted and undertaken to act, you may be assured that nothing within my power which will promote your interest and that of the settlement shall be left undone. Gen'l Knox, whom I do not fail to call upon and converse with, in every visit to New York, about your situation, assures me I may be perfectly at ease, for that he has directed such a disposition and arrangement of the troops in the western territory as will effectually protect you.

\* \* \* \* \*

“*September 5th.*—Colonel Spencer returned last night—He speaks (as I had reason to think he would), very favorably of you, and contradicts the reports that were circulating to your prejudice. His declarations

have credit with the people, and I have taken care to make them as public as possible. As the proprietors are to meet at Springfield, the day after tomorrow, I proposed to him, and he has agreed to accompany me in my chair thither, when those gentlemen will learn from his own mouth how unjustly and unkindly certain persons have treated you."

"8th.—We returned from Springfield last evening, and I assure you that Colonel Spencer's information gave very great satisfaction to the gentlemen who were there. They took up the report of the committee upon your letter, adopted such parts as they approved of, and added whatever appeared to them expedient. They then appointed another committee, to write, in their behalf, a letter of instruction to you, agreeably to the resolutions they had made. As I am one of the committee, and that letter will accompany this, it will not be necessary to give you in this, a detail of our transactions there. I received yours of the 17th of July, by the Colonel, with its enclosures. \* \*

\* \* \* \* \* You ask my opinion, 'whether the commissioners of the board will strenuously adhere to the twenty miles, or whether they may not be prevailed upon to give up that mere fragment of land at the mouth of the Little Miami, and suffer you to extend to the banks of that stream.' To this, I answer, that since the Board have conducted so strangely with respect to you in the whole

progress, and in every stage of your contract and purchase, I can not think of having any further communication with *them* on the subject. A new financier will be appointed within a fortnight, and as business is more easily done and to better purpose with one than more, I have very great hopes that, on an application to him upon this subject, and on being prepared to make the second payment, he will agree to bound his deed on both rivers. I shall lay the map before him and make use of every fair argument and exertion to induce his assent. So plausible, solid, and just are the grounds on which to found my application, that I can not but be very sanguine in my expectations of success. I am told that it was rumored through your purchase that a company of us was about buying Stites' land at the Little Miami, and meant to send men to take immediate possession of it, in consequence whereof the persons interested therein were exceedingly alarmed and exasperated. You certainly knew that the intention of the company in doing what they did, was merely to preclude the application of strangers for that strip of land, and that no injury was meant to Stites, his associates, or yourself. I have, in every instance touching the tract, since I have taken upon myself the agency, acted as if your interest and mine were intimately blended, and I give you my word that I will not only not consent to, but will warmly oppose any measure in any individuals or company which may tend to deprive Stites of his lands, or to

militate against your interest there. \* \* \*

\* \* \* \* \* You will observe by the enclosed copy of our contract that a more full and satisfactory power of attorney is required from you previously to the issuing of the deeds upon the second payment. Let it be executed, if you please, as early as possible and forwarded as soon as an opportunity presents. Do not send your packets by the mail, as the expense is heavy. The letter said to be forwarded by Major Willis, was by him, or some other person, thrown into the post-office, and I was obliged to pay <sup>s</sup>6|<sup>d</sup>8 in specie for it. My first letter after the first of October will give you an acct. of the state of your contracts with different individuals as to their fulfilment of them; I mean such of them as you have forwarded to me. \* \* \*

“Write to me as soon as any opportunity offers, and believe me to be, with very great esteem,

“Yours, etc.,

“JONA. DAYTON.

“The HON. JUDGE SYMMES.”

Another letter from Dayton to Symmes, dated Elizabethtown, September 26th, 1789, contains the following :

“Since closing my letter on the 5th of this month, I have been to New York. Governor St. Clair was my fellow-passenger, and we conversed much, as may naturally be supposed, on the western country, and

particularly your tract. He informs me that the present plan is to station a considerable part of the troops between the Miamis and to extend a chain of posts from thence to post St. Vincent. Upon my arrival in town, I visited Gen'l Knox, who assured me that Captains Ferguson and Strong's companies were at this time with you, and that he thought it probable you would soon have Headquarters there. These new arrangements are of importance and must contribute greatly to promote the population and increase the value of the tract. I cannot yet tell with certainty what the first of October (the period assigned for payment in several of your contracts,) may bring forth; but my advice to you is, to appropriate your cash immediately to the purchase of certificates, if you mean to enable us without the possibility of disappointment and failure, to make the second payment, or if you design to profit by the sales of a part of your lands for specie. You have been selling your lands, I am told, for two shillings specie, the acre. The price at this moment seems to be, and undoubtedly is, a good one; but as much cannot be said of it when you find hereafter, that in consequence of the rise of certificates, another acre, in another payment, may cost you in specie two shillings and six pence."

## No. 5.

Preparations for the City at North Bend.

“NORTH BEND, January 1, 1790.

“GENTLEMEN:—I have been honored by the receipt of your instructions of the 12th of September, last, and have set about laying off the city in the place where you have directed me. We find the ground rather uneven, but on the whole, I hope it will do better than I formerly thought it would, especially as it embraces several valuable springs which never fail. Some of the squares are very good ones, but others of them are very indifferent, owing partly to Camp Creek's running across the plat, as also to very considerable hills and deep gutters which are interspersed throughout the isthmus. The city does not reach quite over to the banks of the Miami, for I have laid it out exactly on the old plan, and on the cardinal points, not receiving any instructions from you authorizing me to throw it into an oblong, which would have shot it better across the neck of land from river to river. I believe that I shall have very little difficulty in procuring a relinquishment of all the lots which are sold and given away in North Bend. Those which

have been paid for, I hope will be restored on reimbursing the purchaser his money, though several of these purchasers are not on the ground at present, therefore, I cannot say what objections they may start. The most of those who had donation lots in this village are well pleased with the new arrangement, as they now get five acres, and had but one before. This seems to pacify them, though they have generally built cabins on the acre. Very fortunately for the proprietors, not one man in the village, but myself and two nephews, have been at the expense of building a stone-chimney in his house, therefore, they can the more readily cast away or remove their former cabins and build new houses on the proper streets of the city. The expense of clearing and fencing their lots is what they most lament, as this labor goes directly to the benefit of other people who take up such cleared lots. I shall, therefore, be obliged to make them some compensation for this in order to keep up the quiet of the town. I wish that you had directed me how wide to lay the common that stretches from river to river, on the east-side of the city, but as you are silent, I shall lay it forty poles wide, and then bring in the small lots in the manner directed. I would have left a wider common, but at this dangerous time when we have already had a man murdered by the Indians within the squares of the city, to leave a larger extent of unoccupied land between the city and small lots, would have looked rather like trifling with

the lives of citizens who are obliged to go daily to their labor on the donation lots beyond the common.

“I may, perhaps, be able to sell several of the small lots at the 20|0 per acre, but I despair of selling one lot in a long time of the thirty or sixty acres. That price is higher than these lots will bear at present. It was seldom indeed that I could sell any land in the reserved township at 5|0 specie per acre, at which price lands in the reserved township have stood since the first of May last. Another difficulty seems to attend the sale of these thirty and sixty-acre lots; it is this—fifty small lots are to be given to the first fifty applicants on condition they build a house and reside three years in the city. If any of these donees should find themselves able to buy one or more of the thirty or sixty-acre lots, by the letter of your instructions he is obliged to multiply the number of his houses in the reserved township according to the number of lots he may purchase. Pray explain this. As the manor, by being opened and improved, will become more valuable and useful, I beg that the proprietors will decide a few questions which I take the liberty to submit.

“1st. Has a proprietor permission to clear land in the manor, fence and improve it for a time to his own benefit?

“2d. How long a term shall a proprietor have in such cleared land?

“3d. On what terms shall a citizen who is no proprietor improve lands in the manor?

“4th. Will it not be good policy for the sake of encouragement of the city, to calculate the manor as consisting of ninety-six shares, one share to attach to each propriety ; and suffer your agents here to sell the residue at such prices, to be yearly regulated according to the population of the city, as the proprietors may think proper to direct ? Such purchasers can have no voice in regulating the price of unsold shares, which will remain common property to the original twenty-four proprietors. If ninety-six shares are thought too many, reduce the number ; though I think the number small enough if you intend to nurse the city liberally.

“5th. Has a proprietor a right to locate lands in the reserved township east of the small out-lots, and have them charged to him in the general account, or must proprietors actually purchase and pay for lands in the same manner with strangers ?

“6th. How long a term will you give to any who shall clear out certain parts of the common east of the city ? For unless some encouragement is given to have it cleared, it will for many years remain a mere chaos of brush, logs, weeds, and all sorts of incumbrances. I have now one request to make to the board of proprietors, which I beg you gentlemen to lay before them at their next meeting. Not dreaming that the village of North Bend would ever be disturbed to make way for the city, I have gone to considerable expense in erecting comfortable log-

houses on the three lots which I had taken for myself and two nephews, young men who are with me. The lots in North Bend were four poles wide, we have therefore occupied twelve poles of ground on the bank of the Ohio. This front is covered with buildings from one end to the other, and of too valuable a construction for me to think of losing them in the general wreck of the village. That the proprietors may be the more sensible of the reasonableness of my request, I will give you a description of them. The first, or most easterly one, is a good cabin, 16 feet wide and 22 feet long, with a handsome stone-chimney in it; the roof is composed of boat plank set endwise, obliquely, and answers a triple purpose of rafters, lath and an undercourse of shingle, on which lie double rows of clapboards which makes an exceedingly tight and good roof. The next is a cottage 16 feet by 18, and two and a half stories high; the roof is well shingled with nails. The third is a cabin 15 feet wide and 16 feet long, one story high, with a good stone chimney in it; the roof shingled with nails. The fourth is a very handsome log-house 18 feet by 26, and two stories high, with two good cellars under the same, the second cellar being sunk directly under the first in order to guard more effectually against heat and cold. This large cabin is shingled with nails, has a very large and good stone-chimney which extends from side to side of the house, for the more convenient accommodation of strangers, who are con-

stantly coming and going, and never fail to make my house their home while they stay in the village. In this chimney is a large oven built of stone. Adjoining to this house, I have built me a well finished smoke-house, 14 feet square, which brings you to a fortified gate of eight feet, for communication back. All the buildings east of this gate are set as close to each other as was possible. Adjoining to and west of the gate is a double cabin of 48 feet in length and 16 feet wide, with a well built stone chimney of two fire-places, one facing each room. This roof is covered with boat plank throughout, and double rows of clap-boards in the same manner with the first described cabin. In these several cabins I have fourteen sash-windows of glass. My barn or fodder-house comes next, with a stable on one side for my horses, and on the other, one for my cows. These entirely fill up the space of twelve poles. This string of cabins stands — feet from the bank of the river, and quite free from and to the south of the front or Jersey street of the city.

“Now, gentlemen, I beg of the proprietors this small piece of land at some price which they may set, that I may have the fee thereof vested in me. These buildings have cost me more than two hundred pounds specie, and I can not afford to let them go to strangers for nothing—the mason work alone, came to more than one hundred dollars. There is not another house on the ground that has either cellar, stone

chimney, or glass window in it, nor of any value compared with mine—therefore none can complain of this indulgence as a partiality to me. I enclose you a rough survey of this piece of ground and where it lies, that you may be better masters of the subject. I beg to have my bounds, north on the front or Jersey street, south by the river Ohio, being twelve poles wide from east to west, lapping —— feet on the common, and extending —— feet west in front of the southeast corner of the city, and south of Jersey street. If the board thinks proper to grant me this request, as I am sure they will, I do not mean to be e'er the more excused from further building as the other proprietors do in the city, and for that purpose, intend to have my timber got out this winter. I remain, gentlemen, with much respect,

“Your humble servant,

“JOHN CLEVES SYMMES.

“JONATHAN DAYTON, }  
“DANIEL MARSH, } *Esquires.*  
“MATH'S OGDEN. }

“I will take time this winter and make out an exact state of the city accounts and transmit to you. On the whole, there has been very little paid for, and, therefore, I expect that each propriety will advance a sum in certificates, at the second payment, as the reserved township will be the first land deeded.”

## No. 6.

Extracts from letter of Symmes to Dayton, dated North Bend, January 9, 1790.

“The insidious reports which have been spread abroad of my selling the same lands several times over, while no failure appeared on the part of the first purchasers, are really vexatious to me. Mr. Denman, it seems, affects to avail himself of this pretext in order to excuse himself from the payment of those certificates which he assured me he would immediately pay to you on his return from this country. I shall not now say how true or false his allegations are of my selling to others the lands which he had located, but instead thereof I enclose to you the original locations, as he calls them, which, in plain speaking, are only applications, for indeed no man had a right to locate one foot after my arrival in this country, unless he produced a warrant to cover the same. What first led to this kind of applications was the promises of the applicant that if he could have such or such a piece of land he would take measures to pay for it by a given time agreed on between us, and I defy the severity of Cato himself, with truth, to charge me in a single instance where I have not on my part come

fully up to the specified time, unless where later applications covered grounds which had been previously located and, in many instances, paid for by others before they who complained had lodged their applications with me \* \* \* \* \*

\* \* In the spring following my arrival here, many people came down the river and applied to me for land. What was to be done in this case? Was I bound to wait until it suited Mr. Denman to tell me whether he really intended to make any further payments for land or not? and of course reject every application till I knew his pleasure, for I could not sell one foot but Mr. Denman, or some other person locating in the same vague manner, might say, 'This comes within one of my locations,' for there was no criterion by which to determine where the lands set forth in many of their applications were situated. I was, therefore, reduced to this extremity, either to reject indiscriminately all applications made to me last spring, and put an end at once to further sales, or, consider the applications made the year before as null and void, where they had not fulfilled the terms of contract. But previous to this I had admonished them in the *Lexington Gazette* (of which I have already sent you a copy) and even prolonged the time which had been first agreed on by them for payment. But to do this was to subject myself to the undeserved reproaches of those who either ignorantly or maliciously thought proper to vilify me in such a manner

as to induce even those gentlemen whom I had considered as men of sense, nay more, as real friends, to pause, and with a note of admiration cry out, "What can all this mean!" \* \* \* \*

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### NO. 7. EXTRACT.

Anxieties in regard to the second payment—Condition of the market for public securities—Anticipations of advantage to the Miami tract from the establishment of Military Headquarters thereon—The market for lands likely to be affected by the opening of a Land Office by Congress.

"ELIZABETHTOWN, February 16, 1790.

*Dayton to Symmes.*

"DEAR SIR:—I have been disappointed beyond measure at not hearing from you for many months past, especially as you are several letters in my debt, and more especially as in consequence of the establishment of Headquarters upon the Miami tract, your accounts from thence cannot but be favorable and flattering, both as to present situation and circumstances, and also as to future prospects. You must naturally suppose that our anxiety is greatly excited to know what provision or preparation you have made and are making to enable us to meet and answer the demand that must, in a few months at farthest, be made for our second payment in certificates agreeably to our contract. To obtain a deed and thereby to secure and establish a firm title, for even a part of

your purchase is an object highly important and interesting to you, as well as to all who are associated with you. This, you know, can be effected upon the completion of our second payment, but not before; and many of those who have an interest in the tract are almost daily troubling me with their inquiries about the number and sum of certificates on hand for the next payment, when the payment, is to be made, and we obtain a deed, etc.; to all which questions I cannot, while I adhere to the truth and am ignorant of the collections made by you for the purpose, give any satisfactory answer. I very early foresaw the rise of public securities, and advised you of its probability by letter; as soon as their appreciation commenced, I took care to write again and give you notice of the fact, in order that you might take immediate measures to vest in certificates the specie you had received for lands, and to raise their price if you continued your sales in specie. Since my last letter, their rise has been great and rapid, insomuch, that they were sold at 9<sup>s</sup>|0 on the pound for the principal only. They have since fallen again to 7<sup>s</sup>|6, but it is expected that they will soon get up to 8<sup>s</sup>|0 or 8<sup>s</sup>|6. Much will depend upon the decisions of Congress upon the report of Col. Hamilton, the Secretary of the Treasury, on the subject of the public debt and public credit. At any rate, I do not think they will be lower than they are at present, and I should certainly advise you to place the moneys you may have

collected in the hands of some friend, if you have not already done it, with instructions to take advantage of any sudden fall like the present, and make a purchase for you.

“I have not failed to acquaint you of the failure in payment on the part of every person who entered into contract with you for lands, the small sum excepted, which was paid me by Mr. Gano, for which I gave him a receipt. You will therefore, readily be convinced how almost entirely we rely on your exertions and collections to prepare for that payment which is to obtain us our title.

“We flatter ourselves that the population of your tract will be greatly promoted from the opinion of security and protection occasioned by the erection of fortresses and the station of troops upon it, but we have received, as yet, no kind of information from you or any gentleman with you, as to the success in that point so material to a new settlement, occasioned by those fortunate events. I spared no pains, I neglected no opportunity, either when in Congress or since, to impress upon the Secretary of War an opinion of the propriety, convenience and utility of making the Miami tract the principal post and the station of the main body or the reserve of the troops, until at length he promised that it should be so, which he has since caused to be done. I entreat you, as well for your own sake and that of your associates in purchase, as for the sake of verifying what I have held out as

inducements to bring about this measure, to do every thing in your power to make the General and Governor (if he is there) contented with their position, and to convince them that no other disposition of the troops will be so favorable for protecting the country, and for answering the purposes for which they were raised and stationed on the frontiers.

“ I acquainted you of the attempts made in Congress, at their last sitting, to open an office for the sale of lands in the western country, and of the difficulty of getting it deferred until the present sitting. The proposition will shortly be renewed, as Congress is now in session, and I am pretty well persuaded that it will succeed, by which means there will arise a very great competition with you in the market of lands. This consideration will suggest to you the policy and expediency of proceeding as rapidly in your sales as possible, and of continuing the prices so low as to encourage purchasers to engage with you before they can hear what is in contemplation with respect to those lands for which no contracts have yet been made by any individuals or companies. Seven and six pence and even six and three pence will be considered too high in certificates at their present enhanced value, and I trust you will be of opinion with me, when you reflect upon the probability of competition which I have just mentioned, and upon the importance of our gaining a proper title by deed, that it would be clearly for your interest to place the price of so much of your

unsold lands as will amount to the second payment, at what they cost you, provided you can not immediately sell a sufficiency of them at a higher rate. This, however, does not admit of the least delay, for the moment the bill for establishing the land office is passed and made known, you may bid adieu to any further disposal of your lands on the terms of, and under your contract."

From a letter of Dayton to Symmes, dated March 16, 1790:

"The favorable terms in which Mr. Williams has spoken of you, and the flattering report which he has made of the fertility of the soil and the goodness of the land within your purchase, will induce a number of persons to go out thither in the course of the season who would not otherwise have done it."

From another, of same to same, dated March 20, 1790:

"Mr. Kibbey has paid some certificates on account of his land which he contracted for in the fifth range, and means very soon to pay the rest. \* \* \*

\* \* \* \* \* I should not do him justice if I did not say that he has taken great pains to contradict every bad report respecting your management on the tract, and speaks of you in the highest terms of commendation."

## No. 8.

Establishment of new stations—Suggestions as to management of affairs of the Purchase—Indians troublesome in Kentucky.

“ LEXINGTON, April 30, 1790.

“ DEAR SIR :—Eleven days past I left Miami on a visit to my daughter, Mrs. Short, who lives at this place. Here I met with Captain John Howel, who sets out immediately for Jersey. By him, therefore, I forward a line to you communicating the state of affairs at Miami. We have established three new stations some distance up in the country. One is twelve miles up the Big Miami, the second is five miles up Mill Creek, and the third is nine miles back in the country from Columbia. These all flourish well. A lad looking for cows, was captivated by the Indians a few weeks ago at the Mill Creek station; otherwise not the smallest mischief has been done to any, except we count the firing by the Indians on our people, mischief, for there have been some instances of that, but they did no hurt. We have parted with all the fifty donation lots around the city, and I think it highly incumbent on the proprietors to add one fifty more thereto, as people being refused out-lots when they apply, go directly up to the back stations, where they are sure

to have them. The proprietors will do well to let me give away about thirty five-acre lots at South Bend, as it is fifteen miles from Cincinnati to North Bend, which distance affords a crossing place for the Indians between, which tends very much to lead them down through the Purchase in their way to Kentucky, with a view of stealing horses. At all the settlements collectively, we shall plant about a thousand acres of corn this year, so that emigrants from Jersey next fall may be abundantly supplied with bread. The lands in the reserved township are held at much too high a price. Not a foot of the land beyond the five-acre lots will sell. Five shillings specie is the utmost they will bring, or two dollars in certificates, and they will rarely sell at that. I must enjoin it on the proprietors to send out some of their body with discretionary powers to act for the good of the whole without being subject to subsequent control by the proprietors, for you can not conceive the disorders that have been occasioned by breaking up the old village of North Bend to make room for the city. Some have left the town offended at the measure, while others are quarrelling about the use of the cleared land which was opened last year. Captain John Brown fenced one of these lots in order to sow it with hemp, but the same night his fence was all burnt and laid in ruins. He charges Daniel Gard and Peter Keen with the fact. I wrote you by my nephew, which I suppose you have received. I shall soon write more fully, as I set out for Miami to-morrow or next day.

“I intend soon to apply to the President for leave of absence for a few months, as I find it will be proper for me to go to New York in the course of the year. The Indians are beyond measure troublesome throughout Kentucky. They have destroyed Major Doughty and a party of troops on the Tennessee. If the President knew of half the murders they commit he surely would rouse in indignation and dash those barbarians to some other clime. I beg my best respects to all friends in Elizabeth, and have the honor to be, sir, with much esteem,

“Your most obedient, humble servant,

“JOHN C. SYMMES,

“CAPT. DAYTON.”

## No. 9.

The Territorial Judges making the circuit to Illinois—Prospects at North Bend; Indians mischievous there—Measures advisable for the interests of the Settlement.

“FALLS OF THE OHIO, May 28, 1790.

“In company with Judge Turner I am thus far, my dear sir, on my way to the Illinois. I expect to return in August. I shall then do my endeavor to arrange my business so as to come to Jersey. I left North Bend, the day before yesterday. Things were prosperous, considering the mischief done there this spring by the Indians. They plant considerable corn, though much more would have been planted if no mischief had been done. Many fled on those occasions—two men have been killed. The Indians are universally hostile and the contrary opinion is ill-founded. We run no small risk in our tour to the Kaskaskias, but our duty calls us and we must go, though we shall be there in a very hot season.

“I beg, sir, that you will endeavor to prevail with the proprietors to send out two men of their number, in whose judgment and activity you can confide, who, in conjunction with those few proprietors on the ground, may have a discretionary power vested in them to order and direct the welfare of the town as

to them may seem proper. One hundred lots at North Bend, instead of fifty, ought to be given gratis; one hundred and fifty acres at South Bend should by all means be given to the first thirty men who will settle on the land so given; three hundred acres ought also to be given to the first thirty men who will settle within two or three miles of the extreme north-east corner of the reserved township. These steps will raise the value of the lands in the reserved township. These matters must be attended to. As there are no forfeitures in the reserved township, it will be necessary to invite settlers by other advantageous offers. And while settlers are hovering along the Ohio's banks, fearful to go farther back into the country, we should embrace the opportunity to settle our township well. For when it is once safe for settlers to go so far back as the level country, which is much more inviting, we shall find it difficult to persuade them to stop with us. Now, is therefore, the time to prevail with them to accept the fee of a small spot—they will afterwards hardly leave it; 5|0 specie per acre is the extent of price at which you must hold the land beyond the five-acre lots. Pray send on carpenters and tools, as there are very few here.

“I have not one moment more to add; the Major (Doughty) is waiting in his barge for this.

“Dear sir, farewell,

“JNO. C. SYMMES.”

“CAPT. DAYTON.

## No. 10.

The Judicial Circuit to Illinois—Depreciation of the Currency and High Prices—Condition of things at North Bend, Supplies Short and Inhabitants Discontented—Recommendation of Needful Policy to the Proprietary.

“FALLS OF THE OHIO, June 1, 1790.

“MY DEAR SIR:—Enclosed, you have the application of General Harmar and the other officers of the first regiment of the troops of the United States for their bounty of land in our military range. It may, perhaps, be of advantage to us to have the military gentlemen interested in the purchase, if, therefore, there is still room for their claims, I hope you will admit them. I wrote you last week by Major Doughty, who was going up the Ohio. Judge Turner and myself are still detained at this place, waiting supplies for the detachment that goes with us to Kaskaskias, though I hope we shall be able to sail to-morrow, as we have no time to waste, lest the Governor should have left the Illinois country before we reach it, and then our tour will be useless in a great measure. I expect to reascend the Ohio in August, or, perhaps, we shall come across the country by land, to this place. I expect this will be a very expensive trip to us, as Major Doughty informs me that money is of a very

depreciated value, every article of sustenance being about three prices to the Philadelphia or New York markets, and some articles are five and six prices. I am under some apprehensions that the settlement at North Bend will sustain considerable inconvenience from my going abroad, so many of the inhabitants are destitute of supplies of bread, and they had no resort for succor but to my assistance. I made a point of it to furnish every one who was in want, either with meal, corn, or flour, and when I had not those articles to spare, I lent them money to go abroad and purchase—this had kept the village pretty well together, but I fear by the time I return I shall find some gone with their families into Kentucky. Could I have avoided the tour consistently with my duty, I should have been glad to have done it for the present. Mr. Ludlow and Mr. Gano have not yet surveyed any of the military range, and they will now find it difficult to do, so rank are the weeds and grass grown, and the leaves of the trees so very thick. I depend, sir, on your selling the land which Mr. Stelle talked of purchasing, and shall not sell a foot thereof myself, unless you inform me that it will not sell with you. If you make partial sales thereof, agree with the purchasers to take it fair by tiers of sections, either from east to west, or from north to south, and not to pick single sections here and there throughout the whole. As to the quality of soil and convenience of water (the banks of Miami excepted) I do not learn that there

is any preference. Keeping the unsold land in a body is an object that we must pay attention to, as I find that when sections are taken here and there, one in a township, purchasers suspect that all the best are located, and they will not even purchase the remaining sections, nor so much as go to view them, so fully persuaded are they that all the best of the township is gutted out. I think it of the utmost importance to the proprietors that they send out some of their number, with full discretionary powers, to do what they think proper with the reserved township, either to sell at the price they agree, to rent for a term as they may find tenants, or to make what donations they please, so as, in their opinion, their measures shall contribute to the good of the whole. A village should, by all means, be established at South Bend, and another toward the northeast corner of the reserved township, and a third would be of great use on that piece of ground on the Miami where I proposed building the city, and if a long term was given to people who would settle at the old fort on the point, it would be of great advantage, and they would open a considerable body of land, which would be an addition to the manor when their lease was out. If opportunity presents, I will write you from the Illinois, and am, dear sir, with every sentiment of respect,

“Yours,

“JOHN C. SYMMES.

“JONA. DAYTON, ESQ.”

## NO. II. EXTRACT.

Harmar's Defeat and its Results—Success of Hamtramach on the Wabash.

“CINCINNATA, NOV. 4, 1790.

“DEAR SIR:—I had scarcely reached the purchase before I had the pleasure of receiving your favor by Mr. Miller. From Louisville, on my way up the Ohio, I took my route through Kentucky and spent a few weeks with my daughter, in Lexington, which made it late in the year before I reached home. General Knox has been right in his conjecture of my not being able to leave the territory this season. I am now with Governor St. Clair and Judge Turner at this place on the subject of legislating for the territory, and must yet consume several weeks more on that business. Yesterday General Harmar returned with the army to this town. He has caused several Indian towns to be burned, but for this achievement we have paid much too dear. One hundred and eighty brave men were left dead and wounded in the hands of the enemy. But I choose to say very little on this business. We were beaten in detail in two actions—in the first, we had not above two hundred men engaged, in the second, about four hundred

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of our men fought. The main army lay within eight or ten miles of both actions, and to me it is mysterious that in neither, was any attempt made to regain the ground and bury the dead and bring off the wounded. But, perhaps, the whole business may be set right to the public when official letters and accounts are published.

We have lost about five hundred horses. The army was extremely well supplied. Upward of forty bullocks were brought back to this town, and twelve thousand weight of flour, though the horse of the army had been fed with flour on the retreat. Many persons are much mortified at the issue of the expedition, as the most sanguine expectations were formed of the success of the enterprise. We have no accounts as yet from Major Hamtramach, who commanded a detachment up the Wabash river. I confess I am under some apprehensions for his safety. I observe the rise of certificates, but, in my opinion, they will not long maintain their present credit, for they are still but paper—however, I shall endeavor to guard myself against the mischief as well as I can in the future, though I believe I shall suffer by a few sales for specie. It is impossible to describe the lands over which the army passed on their way to the Indian towns. I am told that they are inviting to a charm. This being the case, I conceive the lands in the purchase will sell, even though Congress open a land office, unless they sell at a very low price and suffer

their lands to be gutted of all the most eligible spots and situations. I only ask one favor in this business, which is, that Congress will not charge me more for lands than they do purchasers, when they open their land office, either in specie or certificates. This certainly will be but just, and what I hope they never will think of refusing.

Never had been fairer prospects of speedy sales and settlement of lands in the purchase, than were about the time the army marched. Great numbers were arranging their business to emigrate from Kentucky and the Pittsburgh country, but the strokes our army has got seem to fall like a blight upon the prospect, and for the present seem to appal every countenance. I confess that as to myself, I do not apprehend that we shall be in a worse situation with regard to the Indians than before the repulse. What the Indians could do before, they did ; and they have now about one hundred less of their warriors to annoy us with, than they had before the two actions ; besides, it will give them some employment this winter to build up new cabins, and repair by hunting, the loss of their corn. Your acquaintance, Mr. Miller, informed me this day that he likes the country so well that he intends to return for his family.

“ I hope, sir, you will do your endeavor to dissipate the fears which some intended emigrants in Jersey may feel on account of our late losses. I pledge myself to them, that they may be perfectly

safe here as to their wives and children. All men, to be sure, are, and must be more or less exposed when abroad. Last week, in attempting to go from North Bend to Capt. Ludlow's station, I got lost, and was two days in the woods alone, and at last found myself near Dunlap's station, on the big Miami. The weather was very dark and rainy all the while. I escaped the Indians, but the wolves had nearly devoured me in the night, as I could make no fire. I expect this incident will give fresh occasion to some to report that the Indians have got me, as some people went from this for Lexington while I was missing.

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But for the repulse of our army, I should have had several new stations advanced farther into the purchase by next spring, but I shall now be very happy if we are able to maintain the three advanced stations. The settlers at them are very much alarmed at their situation, though I do not think that the houses will be attacked at those stations, yet I am much concerned for the safety of the men while at their work, hunting, and traveling. Unless the President follows his blow with the Indians, I believe the hundred thousand pounds (if so much), expended in the late expedition may be set down as lost. I hope his excellency will be sensible of this, and have at them again in the spring. I expect that the panic running through this country will reach Jersey and deter many.

I wish Col. Spencer may be set out before the bad news reaches him.       \*       \*       \*       \*       \*       \*

\*       \*       I am with much respect, sir, yours,

“CAPT. DAYTON.”

“JOHN C. SYMMES.”

“CINCINNATA, 6th Nov. 1790.

“Before sealing, I will just add, that last evening a report was brought to this town from Lexington that Major Hamtramach, on the Wabash expedition, had returned either to the town of Vincennes or the falls of the Ohio, and that he had destroyed all the Weahtenah towns, with the loss of three men only, who were taken while they were hunting up their pack-horses—the Indians flying before them on every quarter, gave no opportunity of fighting them, they not choosing to attack the main body, no detachments having been made—this rests on report only. If Major Hamtramach has been thus successful, I think we have a pretty good prospect of some quiet from the Indians. They certainly must feel sensibly for the loss of so many towns and so much corn in different parts of their country. One consequence I dread, which I fear will work us injury in future attempts against the Indians. A most bitter jealousy and reviling has taken place between the regular troops and the militia, and this is not confined to the privates alone. I fear a flame of abuse will ere long break out. As I was not on the expedition, I cannot judge between them, but I much fear the effects thereof. I am, dear sir, yours,

“CAPT. DAYTON.”

“JOHN C. SYMMES.”

## No. 12. EXTRACT.

Holders of the Muskingum and Miami grants favored by a delay of proposed measures in Congress for the sale of Western lands—Curious feature in the operation of the funding system upon the public debt; payments for lands possibly thereby somewhat facilitated—Indian hostilities delaying the work of the Government surveyors—New expedition in preparation against the Indians.

*Dayton to Symmes.*

“ELIZABETHTOWN, March 12, 1791.

“DEAR SIR—The times for which the first Congress were chosen expired on the third instant, and on that day they accordingly adjourned *sine die*. The new Congress are not to meet before the fourth Monday in October, and as no law has yet been passed for the sale of the Western lands, it is now certain that no alteration in that respect can take place before next winter. The House of Representatives did originate and pass a bill for the purpose, in which they fixed the price of the lands at twenty-five cents per acre, but the Senate thought proper to postpone it until next session, which is the same in effect as negating it, as it must then pass the Representatives again before it can become a law. The New England contract at the Muskingum and yours at the Miamis stand on precisely the same footing as heretofore in point of price and terms, but are in one

instance more favorably circumstanced, inasmuch as there is no power lodged with any person in the recess of Congress to make contracts on behalf of Government with any individuals who may be disposed to buy out of either of your tracts. This circumstance will, I presume, occasion more frequent applications and better opportunities for selling your lands, of which I hope you will avail yourself. After the land office bill was sent up to the Senate, where it was expected it would be immediately agreed to, I thought proper, at the earnest request of Major Stites (who wished us to be the first in applying and contracting under the new law for the narrow strip on which he and his associates had settled at the mouth of the Little Miami) to go to Philadelphia, as well with a view to negotiate that business for the quiet and satisfaction of the settlers at Columbia, as to obtain for you the same terms as might be offered to those who might hereafter become purchasers, which it seemed to me to be highly reasonable you should have, notwithstanding your contract with the Board of Treasury. Major Stites can inform you that after our arrival at Philadelphia, and finding that the bill was not passed, nor any certainty of its being soon done, we thought it advisable to return, having first had an interview and conference with the Secretary of the Treasury who gave us every assurance and satisfaction that we could expect or wish.

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“The public debt, in consequence of the funding system established by Congress, is just now curiously modified and shaped. If an individual presents a single certificate of any kind, (be it ever so small), three certificates will issue in its place, one bearing an interest of six per cent. from the present time, another bearing a like interest from 1801, and a third on present interest of three per cent. Their prices are as various as their tenor, some selling at  $\$17|0$ , some at  $\$15|0$ , and the two kinds last mentioned at  $\$9|0$  and  $\$8|6$ , although it is supposed that every kind will, by the next Congress, be made receivable for lands—even the three per cents, which in price will probably never much exceed  $\$9|0$ . With the present prospects before us, therefore, I conceive it safer (than I did last summer and fall) for you to sell your lands at a third of a dollar per acre in specie, as the change taking place in the certificates and the lowness of the price of some of them will facilitate your payments very considerably, and probably prevent your losing by your specie contracts. It is my earnest advice to you to take the first good opportunity for transmitting the cash which you can conveniently spare, or good bills and drafts on the Treasury, to some of your friends in this quarter, to be vested in such species of the public stock as will be least likely to fall in value, and will be producing a continual interest until you are called upon for the second payment, and be most likely to become receivable in such payment. By

the copy of our contract, which I transmitted you, you will perceive that the second payment will not be due until the tract has been surveyed under the authority of Congress, and a map or plat of such survey delivered to us. As the hostilities threatened and practising daily by the Indians make it very uncertain when the surveyors can securely run out the land, and the second payment be demanded, I should think it the more advisable for you to turn your specie (instead of letting it lie dead) into a more productive property. I am not led to give you this advice by any wish or view to have the handling of your money, but by a persuasion that, as your friend, and most especially as your agent, it is my duty to advise you of every opening that may occur for promoting your interest, particularly where it respects the objects of my agency.

“I was yesterday in company with two members of the late Congress, who were returning to their homes from Philadelphia. They informed me that the President of the United States was specially authorized by Congress, just before they adjourned, to set on foot another expedition against the hostile Indians with as little delay as possible, but that it was not yet known whom he would appoint to command it. This was pleasing information to me, and will doubtless be as much, or more so, to you, who are more immediately exposed to the approaches of the savages, who were rather enraged and encouraged

than quieted and subdued by the event of the late expedition. It is not doubted that the one now planning will be an effectual and decisive one, and so successful in its operation and consequences as to establish the quiet and safety of your settlements and place you out of all danger of any serious interruption or disturbance in future. I hope you will so arrange and regulate your business in the West as to admit of your being with us next winter, or spring, at farthest, by which time some measures will doubtless be adopted with regard to the lands over the Ohio, by the new Congress, which may render your presence here highly useful and, perhaps, really necessary.

## No. 13.

Boundaries and Extent of the Miami Purchase—Controversies between St. Clair and Symmes.

“CINCINNATA, May 26, 1791.

“GENTLEMEN :—By Doctor Burnet, I do myself the honor of forwarding to you copies of some late communications between Governor St. Clair and myself, wherein you will see that the Miami purchase is the subject. His Excellency’s letter was unexpected, mine hastily written, and, of course, not so well done as a little more time would have enabled me to do it. I am glad, however, that his Excellency has introduced the subject, for I hope it will tend to remove the stigma that has always operated against me in this country, viz : the report that part of the lands between the two Miamis was not included in my purchase. I shall pursue the subject with the Governor, and, as I expect, he will report to the President, or to some of his ministers, all my communications, it will be opening for me a door to be heard by Congress, to whose justice I have long wished to appeal.

“It is of vast importance to me to have the second

contract vacated and the first established. I, therefore, intend doing myself the justice, next winter, of attending at Philadelphia, in order to solicit this business with the United States.

“The rear of the lands included in the first contract will readily sell, should we be so happy as to give the Indians a defeat this season. But besides losing nearly one-third of our front on the Ohio, the second contract embraces more lands than I wish, the northern half of which is a dead level, wet and poor sunken soil. By establishing the first contract, the second payment is already nearly made, for I do not believe there will be found much more than five hundred thousand acres, included within the limits of the first contract, after deducting reserved sections—but this information, gentlemen, I beg you will not divulge—it may, perhaps, militate against the establishment of what I wish. I shall do myself the honor of transmitting to you, as early as possible, whatever passes further between Governor St. Clair and me on this subject, and I flatter myself, gentlemen, that I may, with propriety, presume upon your friendship and assistance, as well on the floor of Congress as elsewhere, in effecting a reverse of the second contract, and that the first in its turn may be preferred by both houses of Congress or the ministers of the nation who may have cognizance thereof.

“Capt. John Brown has sold out here and is coming to Jersey in the course of the summer. He will

furnish me a good conveyance of further dispatches to you. I have the honor to be, with every sentiment of respect, gentlemen,

“Your most obedient humble servant,

“JOHN C. SYMMES.

“THE HONS. ELIAS BOUDINOT AND  
JONATHAN DAYTON.”

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No. 14.

Controversies and Other Matters—Cincinnati or Cincinnatia—Indians Troublesome—Sales of Lands thereby Affected—Denman in Quest of Certificates.

NORTH BEND, June 19, 1791.

MY DEAR SIR :—As Capt. Brown leaves this place in a day or two, for Kentucky, and is not yet determined whether he will or will not proceed to Jersey before his return to the purchase, I can not let slip the occasion, lest he should proceed to Jersey and have no letter from me for you. I have employed, for some days past, all the time I could spare from the subject of our laws (which demand dispatch, as Judge Turner sets out soon for Philadelphia, and then our Legislature is broken), in preparing my second reply to the letter of Governor St. Clair, of the 23d of last month, a copy of which, with my first answer thereto, I had the honor of transmitting to you and the Hon. Mr.

Boudinot, by Doctor Burnet, who, I hope, has nearly reached home by this time. I shall likewise enclose to you and Doctor Boudinot copies of my second communications to Governor St. Clair, on the same subject, by the first opportunity that presents after I have concluded them. Give me leave, sir, to congratulate you on your appointment again to Congress. I hear that General Dickenson and Mr. Rutherford are in Senate, Doctor Boudinot, Mr. Clark, Mr. Ketchel, and yourself in the House of Representatives. I have not heard who are the new members from the other States. Your favor of the 12th March last, I had the pleasure of receiving the day before yesterday. Major Stites came without it, nor do I know how it was handed on; some stranger brought it to Cincinnati. Having mentioned Cincinnati, I beg, sir, you will inquire of the literati in Jersey whether Cincinnati or Cincinnati be most proper. The design I had in giving that name to the place was in honor of the order of the Cincinnati, and to denote the chief place of their residence; and, so far as my little acquaintance with cases and genders extends, I think the name of a town should terminate in the feminine gender where it is not perfectly neuter. Cincinnati is the title of the order of knighthood, and can not, I think, be the place where the knights of the order dwell. I have frequent combats in this country on the subject, because most men spell the place with *ti*, when I always do with *ta*. Please to set me right if I am wrong. You have your

Witherspoons and Smiths, and indeed abound in characters in whose decision I shall fully acquiesce.

“Although it may seem at present, as you suppose, sir, a fair opportunity for selling Miami lands, yet so greatly troublesome have the Indians been since the last fall’s expedition as to arrest that business altogether, for lands at any distance from the Ohio. The Indians kill people so frequently that none dare stir into the woods to view the country, and people will not purchase at a venture as formerly.

“With regard, sir, to the ten sections which you have drawn for me in the third range, though the lands are immensely fine by all accounts, yet, as my chief object is to make provision for the second payment, I shall be glad to part with them in order to replace my certificates. It will not, therefore, suit me so well to exchange them for other lands as to sell them. I beg, sir, that after you have taken what you wish of them for yourself, you will be so good as to sell the residue to Mr. Wade at the price he proposes, which is to indemnify me what they have cost, and add one shilling per acre thereto. This, I understand, is to replace the principal, 5|0 per acre with such certificates as may have three years interest due on them, as that time has elapsed since the certificates were paid by me, and I lay out of the interest—and 1|0 per acre as a premium for such excellent lands being had with certainty—and also pay the surveying and office fees, as you have ordered, in the military

range. This will bring the price to something like what it ought to be, and for which lands not half so good have been selling. I should have been glad to trade with you for your half propriety and section on the Ohio, but my business is not to buy lands, but to sell. I think it likely, however, that you may sell your propriety to Captain Brown; he has sold his, with improvements, for £300, and talks of purchasing again in Jersey.

“ I thank you kindly, my dear sir, for the hint you are pleased to give me of purchasing public securities, and shall avail myself thereof in the best manner I can in this country. But as I shall set out myself immediately after the circuit court for this county rises, which is in October next, and attend the circuit at Marietta in November, then proceed with all expedition up the Ohio for Whelan, and so on to New Jersey, where I expect to eat my Christmas dinner, God willing, I shall defer any remittance for the present, that I may be with you in person and confer on the most judicious measures to be taken relative to certificates. In the meantime, I shall learn what will be the probable success of the several excursions and expeditions into the Indian country, for on their success very much depends with respect to the payments of the several contracts made in this country. If people see a chance of getting out into the purchase they will try to make payments, and not otherwise, as no one is compelled by law. I pray God, that you

may prove a true prophet with regard to the decision and effect of the campaign ; if so, I shall have purchasers innumerable, if Congress set me right as to the price I must pay them. But it is highly important to us to set aside, if we can, the second contract, as that carries us back into a country altogether inferior to what is embraced in the limits of the first. Every acre of the first will sell to advantage, and may be settled so soon as the Indians are subjugated, when all the rear of the second will not for near forty miles, if I am informed rightly by Colonel Connelly, who travelled through it in 1788. With regard to the certificates on which Mr. Matth's Denman and Doctor Stanbury drew the interest at Trenton, it was a manœuvre of theirs of which I confess I am ashamed that I suffered it to be done, and so I told Mr. Denman and Stanbury at the time, and it was with the greatest reluctance that I ever let them have one certificate for the purpose, but there was really no peace with Mr. Denman until I did. He teased me wherever he saw me, and even followed me once to New York and examined all the certificates which I had on hand to find such as suited him. I told him that I was certain there would be a disturbance about the business, and that it was impossible but that the owners must become acquainted and dissatisfied with the measure. He urged that the purchasers who had paid them into my hands had thereby waived the benefit as to themselves of drawing the interest at the

Jersey treasury, and he would take care that the interest should be ready for them when the time came for them to receive their indents. I do not remember of ever receiving a shilling more of what they drew than six pounds. If either the Doctor or Mr. Denman (for they acted as one) paid or advanced to me more than this, they must have my receipts therefor, and can produce them, but I do not recollect a farthing more, and believe the whole due yet, all to the six pounds, and it is no hardship on them now to pay the indents to the amount of the interest they drew.

“A boat is this moment waiting to take me to Governor St. Clair, at Cincinnati, where we resume the business of legislation. I have now a good office house, and shall, the moment I have leisure, take up all your letters and answer every thing in them that has hitherto been omitted by me. I beg, sir, that you will apologize to Doctor Boudinot and Esquire Marsh for my not writing to them; I really have it not in my power, or I would have done it with the greatest pleasure. I will give myself that honor shortly. Present them with my best respects, and please to make my respectful compliments to all my acquaintances in Elizabethtown—I hope to spend the whole of next winter with them, and other friends in Jersey—and believe me to be, with every sentiment of friendship and esteem, sir,

“Your humble servant,

“JNO. C. SYMMES.

“HON. CAPT. DAYTON.”

## No. 15. EXTRACT.

Controversies with St. Clair—Instance of Tyrannical Exercise of his Military Authority—Imperiousness of Officers of Regular Troops—Expeditions into the Indian Country—Scott, Edwards, Wilkinson—St. Clair's Preparations for his Campaign—His Anecdote of the Dutch Deputation—Proposed General Reduction of Prices of Land by Government Likely to Result Unfairly for Miami and Ohio Co. Purchasers.

NORTH BEND, August 15, 1791.

DEAR SIR :— \* \* \* \* \*

\* \* \* \* \* By Doctor Burnet, I furnished you with a prelude to the disagreeable discussion that has taken place this summer between Governor St. Clair and myself, on the subject of the residue of the lands between the two Miamis not included in the second contract. He starts the subject as though he had lately made a notable discovery of a conspiracy against the United States, and pursues it with all that fervor and zeal which he might do if the lands had been taken possession of by a colony from Detroit, under the auspices of the British Government. By the contents of the packet which I have the honor to address to Mr. Boudinot and yourself, by Judge Turner, who is soon to leave the purchase for Philadelphia, you will see how matters stand on both sides as far as we have gone in our correspondence. I am, however, preparing an answer to his letters of the

12th and 14th of last month, and his proclamation of the 19th, but have been so hurried with other business, some in the legislative way, with some attention to my domestic concerns in the way of husbandry, that I have not been able to finish it to my mind. Indeed, I hesitated for several weeks, and still do in some measure, whether I ought to make any reply to them at all or not. So dogmatic are his assertions that he will not give himself the trouble of weighing in the scale of reason and just inference, the truth or propriety of my arguments, and it is impossible to contend with a man on the floor of reason, where your adversary will not hear nor attempt to answer your propositions, but sits arbiter himself in the dispute.

“The Governor’s proclamations have convulsed these settlements beyond your conception, sir, not only with regard to the limits of the purchase, but also with respect to his putting part of the town of Cincinnati under military government. Nor do the people find their subordination to martial law a very pleasant situation. A few days ago a very decent citizen, by the name of Shaw, from New England (and one, too, who lived with his family a considerable distance beyond the limits assigned by proclamation round Fort Washington, for the exercise of the law martial), was put in irons, as I was yesterday credibly informed, his house burned by the military, and he banished the territory. I hear his charges are, that of purchasing some of the soldiers’ clothing, and advising in some

desertions ; but of this he was no otherwise convicted (for he asserts his innocence), than by the soldier's accusation after he had deserted and been retaken, which he might possibly do in order to shift the blame in some degree from himself in hopes of more favor. There are, indeed, many other acts of a despotic complexion, such as some of the officers, Capt. Armstrong, Capt. Kirkwood, Lieut. Pastures, and Ensign Schuyler, very recently, and Capt. Strong, Capt. Ford, Capt. Ashton, and Ensign Hartshorn, while General Harmar commanded, beating and imprisoning citizens at their pleasure. But here, in justice to the officers generally of the levies, I ought to observe that, as yet, I have heard no complaint of any severity or wantonness in them. The violences of which I speak are found among the officers of the regular troops, who, in too many instances, are imperiously haughty, and evidently affect to look down on the officers of the levies. I hear there are several officers with their corps from Jersey arrived at headquarters, but I have not seen any of them, as I had left Cincinnati a day or two before their arrival, and have not been there since. It really becomes a very unpleasant place to me, for I have always had something in my nature which was shocked at acts of tyranny, and when at that place, my eyes and ears are every day saluted with more or less of those acts which border hard on it. Mr. Boudinot informs me that Congress, in their last session, laid a duty on all distilled spirits. This may

be well enough ; but I wish that Congress had gone a little farther, and made it felony without benefit of clergy, in all who should transport even the smallest quantity of any kind of wine over the Alleghany mountains—where is the difference, sir, between one thousand strokes given a soldier, and one hundred strokes ten times repeated? Am I incoherent? General Scott, about two months ago, with 700 men, made a successful excursion into the Indian country on the Wabash. I understand he killed 20 or 30 Indians and made about forty squaws and children prisoners, who are now at Fort Washington. Gen. Scott had two or three men drowned and five or six slightly wounded, so that his loss was little. Col. Edwards, also, from Kentucky, about a month ago, with 400 men, made another attempt on the Indians, supposed to be living on the Scioto, but the Indian towns which were their object, they found had been deserted since last fall, about the time of the army marching. General Wilkinson is now out in the Indian country with 700 men. It is about twenty days since he left Cincinnati and marched north into the purchase. I know not his destination—we hope he will be able to give a very good account of his adventure on his return, but I am mistaken if he has not some serious business to go through.

“ We learn nothing yet when the present army is to be put in motion. They are encamped at Mr. Ludlow's station, five miles from Fort Washington,

on account of better food for the cattle, of which they have near one thousand head from Kentucky. Many and important are the preparations to be made previous to their general movement. Not long since I made General St. Clair a tender of my services on the expedition. He replied; ‘I am very willing you should go, sir, but, by God, you do not go as a Dutch deputy!’ I answered that I did not then recollect the anecdote of the Dutch deputation to which he alluded. His Excellency replied: ‘The Dutch, in some of their wars, sent forth an army under the command of a general officer, but appointed a deputation of burghers to attend the general to the war, that they might advise him when to fight and when to decline it.’ I inferred from this that I should be considered by him rather as a spy upon his conduct than otherwise, and therefore do not intend to go, though I should have been very happy to have seen the country between this and Sandusky. \* \* \* \*

\* \* \* I have yet had no returns from Jersey, in answer to my letters, by Doctor Burnet, though it is now near three months since he left us. South Bend is pretty well established, but we have done nothing towards laying out a village at the north-east corner of the reserved township. The inhabitants of the purchase are very much favored this summer in point of health. There are few complaints of any kind—rheumatisms are the chief. Provisions are extremely plenty; corn may be had at Columbia for

2|0 cash per bushel ; wild meat is still had with little difficulty, and hogs are increasing in number at a great rate, so that I expect any quantity of pork may be had next killing time at 25|0 per hundred. We have not yet a supply of horn-cattle ; therefore very little beef will be slaughtered. Here let me observe, sir, that people emigrating hither will do well to bring out their baggage by the labor of oxen. It would have been three hundred pounds saved to me if I had provided myself with ox teams in lieu of horses ; they are cheaper by one-half in the first purchase, not so much exposed to accidents, the Indians have never disturbed them in any instance (except in the attack on Colerain, when the enemy took all the cattle for the supply of their small army), and after long service they are still of their original value.

“ You wish to know my prospects with regard to the sale of lands. Why, sir, they are not the most flattering at present. I perceive by your letters that you know pretty near the proportion between those who purchase and pay, and those who pretend to purchase but never pay. Should there be an act of Congress for opening a land office, if they therein, or by any other act, reduce the price of the lands within the purchase to that of those without, which surely would be no more than right, there will be no doubt of our doing very well. But if they sell to others cheaper than we must pay, we shall not be able to sell at all. And why, sir, ought they not to allow our

money to be as good as that of future purchasers? If they do (and if impartial they will), for every five shillings which we have paid we shall be entitled and allowed to hold three acres. For I learn from the printed bill, as it passed in the House of Representatives, that twenty cents was to be the price of tracts rising of 23,000 acres. Government will in this case have also in addition the interest of our money for three years; and still more may fairly be added in our favor, viz: that by making the settlements on the Ohio at Muskingum and Miami; in the former instance at the expense of the Ohio Company, and in the latter at the expense of a few individuals—that of my own, if I may be allowed to mention it, in moving to this country, losses in horses and other kinds of property since my arrival, assistance given to numbers of starving emigrants the first and second year, and in presents to the Indians during the ten months they visited us in a friendly manner, does not fall one farthing short of four thousand dollars in silver, that is gone forever; but by which sacrifice a respectable settlement has been effected, and a double estimated value at least thereby added to the residue of the federal lands yet unsold, situate any where between the Great Miami and the Wabash—people have hereby been introduced into the country; their frequent communications with those yet remaining in the Atlantic States, have served to remove in a great degree those horrid impressions created by the dis-

tance of situation, terror of Indians, and of starving in a wilderness, under which the great body of citizens labored at the time when those several purchases were made.

“ And shall these considerations, sir, have no weight with Government in our favor? But instead of favor, to which we are fairly entitled, are we to suffer a real loss of property by bringing forward our certificates at an early day in aid of Government and pushing forward to make settlements, when others more interestedly tardy, griped hard their certificates, and less patriotically bold and adventurous to extend the empire of the United States and reclaim from savage men and beasts a country that may one day prove the brightest jewel in the regalia of the nation, sit quietly by their own firesides until the United States, at an expense of half a million of dollars, have in a great degree subjugated the hostile Indians, and then step forth and seize the prize at one third of the prime cost of ours—is this what you call fair, sir?

“ September 17, 1791.

“ DEAR SIR—For more than a month has this letter been waiting for Judge Turner’s arrival. The judge had promised to spend some days with me on his way to the falls of the Ohio; early this morning he arrived in a great hurry to proceed, and I can hardly prevail with him to stay breakfast. Judge Turner and myself have been on very friendly terms since his arrival in the

territory and we became acquainted with each other. I, therefore, beg leave to recommend him to your particular attention, as I consider you both my particular friends.

“Since writing the foregoing, I have received a letter from Mr. Jefferson. I enclose a copy to you and Mr. Boudinot, with my answer thereto. I must beg of you, sir, to unite with Mr Boudinot in supporting my claim to the disputed lands, and delay the proceedings of Government thereon until my arrival, which, I expect, will be early in December—unless you find Congress disposed to declare in favor of the first contract, in which case, the sooner it be done the better, as all are in suspense who are affected by the proclamation.

“I have not time to add, (and hope to see you so soon as almost to render it unnecessary,) save that I am, in all things,

“Your most devoted, humble servant,

“JOHN C. SYMMES.

“HON. JONATHAN DAYTON.”

## No. 16.

Commencement of St. Clair's March, and Establishment of Fort Hamilton.

“NORTH BEND, 17th Sept., 1791.

“GENTLEMEN—I beg that you will permit me to trouble you with the enclosed copies. You will be pleased to make such use of them as you may think proper. They are to be considered as private communications, but if they can be of any service to me in the litigation of boundary, or to the nation in any other point of view, you will use your pleasure in exhibiting them; they are true copies. I think I have been very indelicately treated by Governor St. Clair, in his letters and proclamation, and I am preparing a kind of retort, but want of time to finish it prevents my enclosing a copy. My short letter of the 24th August is preparatory thereto. I believe I shall seal it in a few days, when I will forward a copy. The army has advanced twenty-five miles into the purchase, and by the best account of their situation which I have yet got, they are building a fort on Mr. Boudinot's land in the fourth range—if not on that, it is in the third or military range. I begin to despair of any thing important being done this campaign—the delays are amazing. Yesterday, a boat, with 120 barrels of

flour, attempted to ascend the Miami. This is extraordinary to me—at the best times so large a freight is not judicious, but now the Miami is low, 't is distraction. In June, this ought to have been done in perogues or large canoes of one ton or one and a half tons burden, it would then have succeeded. The Indians took off twenty horses in one night, this week, from the army. I hope the best, because no man is more interested, but my hopes, I fear, will prove like Noah's raven. I have the honor to be, gentlemen, most respectfully, your humble servant,

JOHN C. SYMMES.

HON. MR. BOUDINOT AND  
CAPT. DAYTON.

## No. 17.

St. Clair's defeat and its consequences—Major Zeigler—Col. Wilkinson—Symmes badly wounded by a bullock.

“NORTH BEND, 17 January, 1792.

“MY DEAR SIR—In October I went up the river as far as Gallipolis, where we held the general court for the county of Washington. Not having any comfortable way of going farther up the river, nor indeed any way at all except by paddling myself up in a canoe for 170 miles to Whelan—the private boat in which I went passenger to Gallipolis, being gone on to Pittsburgh—and having a good opportunity of returning to Miami in a boat descending the Ohio, I concluded to return home, take horse, ride through the wilderness, and proceed to Philadelphia as fast as I could. This resolution proved very fortunate in one respect, for on my arrival in the purchase about the 20th of November, I found the settlers in the greatest consternation, on account of the late defeat. Several had fled into Kentucky, and many others were preparing to follow them, and it was with the greatest difficulty that I prevailed with people to stand their ground. The timely arrival of Mr. Dunlap greatly contributed to this success, as he had the good fortune

to prevail with his settlers who had abandoned Colerain to return again with him and re-establish their station. Colerain has ever been considered the best barrier to all the settlements, and when that place became re-peopled, the inhabitants of the other stations became more reconciled to stay. General St. Clair, by much importunity, gave Mr. Dunlap a guard of six soldiers. With these the settlers returned to Colerain. In a very few days after the station was re-settled, the Governor ordered the six soldiers back again to Fort Washington. But the next day General St. Clair set out for Philadelphia, and Major Zeigler came to the command. His good sense and humanity induced him to send the six men back again in one hour's time, as I am told, after General St. Clair left Fort Washington, and he assured Mr. Dunlap that he should have more soldiers than six, rather than the station should break. Majors sometimes do more good than generals.

“ My return home from Gallipolis, though fortunate in one respect, was the reverse in another. The unexpected destruction of the army rendered the provision of beeves made by Mr. Ludlow (Colonel Duer's agent) greater than was necessary. Many of the bullocks were therefore sold to the settlers, as Colonel Duer's contract was near expiring. This circumstance was favorable to the inhabitants who wanted oxen, as more than half the inhabitants have been obliged to raise their corn by the hoe without the aid

of ploughs—horses being, soon after they are brought here taken off by the Indians ; but they do not disturb our oxen. Of these young bullocks I bought about a dozen to make oxen of and let out by the 'year to settlers in this place who are not able to purchase. Before I chose to let these go out of my possession I got some young men to brand their horns for me. Unfortunately I was in the yard myself. One steer proved very ferocious and ran at me as I was standing about sixteen or eighteen feet from him. He struck one of his horns, being very sharp, between my legs ; the horn entered my body,       \*       \*       \*       \*

\*       \*       \*       forming a wound nearly one inch deep and about six inches in length. The horn in its progress upward tore the flesh, also transversely, so that a piece of flesh as big as a man's three largest fingers hung pendent from my body. The doctor applied his needles and sewed up the wound, but in a few days the parts contracted so much that the sutures gave way and the wound became open as ever. Soon after receiving the wound I had a fit of the ague ; this was succeeded by a fever, which continued about ten days, with a violent pain in my head and utter loss of appetite. All these together reduced me very low. It is now twenty-seven days since I was hurt, and though my appetite and strength have been returning for several days, and I have recovered my spirits as usual, yet I am not able to sit up, nor shall I be for some days longer, if I may judge from

the state of my wound, though I have no cause to complain—it heals tolerably well. The piece of flesh which hangs down like a dew-lap is the only discouraging circumstance. This I think must yet be cut off, but the doctor says it will contract and after a while nearly disappear. It does grow much less to be sure, but I fear it will be long before it is so far gone that I can ride on horseback. \* \* \* \* \*

“I expect, sir, that the late defeat will entirely discourage emigration to the purchase from Jersey for a long time. Indeed, it seems that we are never to have matters right.

“What from the two succeeding defeats of our army, and the Governor’s arbitrary conduct towards the settlers, still more discouraging at the time than even the defeats, many settlers became very indifferent in their attachment to the purchase, and numbers had left it on account of the Governor’s conduct before his unparalleled defeat. Of this shameful defeat by less than half their number of Indians, as is supposed, I have treated a little in my address to Doctor Boudinot. It is an event on which I could write a folio, and the subject not then exhausted; but I cannot, with any degree of patience, reflect thereon. You will therefore excuse me, sir, that I am now silent on the overthrow of our army. I am extremely anxious to hear how the dreadful news was received by Congress. From the ample provision made by Government I think the news must have been very unexpected at

Philadelphia. But the whole has been retrograde in this country. I flatter myself that the nation will find a valuable officer in Lieutenant-colonel Wilkinson, who is appointed to the command of the 2d regiment—he now commands in Fort Washington. I take him to be a temperate man of considerable military talents. He has youth, activity, ambition, bravery, of clear understanding, and, ever since I have been in this country, he has always intimated to me that a military life was what he was ever anxious to attain to. He has one advantage beyond many other men who might be appointed to the command in this country. In him are found those talents which will render him agreeable to the regular troops, at the same time that his familiar address and politeness render him very pleasing to the militia of Kentucky, by whom he is much respected and loved, and on this body of militia the United States must very much depend in their future operations against the Indians; they are nigh at hand, and they are mostly riflemen.”

“January 19, 1792.

“I have been for several weeks expecting the favor of a letter from you. I am anxious to hear whether Judge Turner arrived safe at Philadelphia with my addresses, and what is thought of Governor St. Clair’s measures with me and the settlers of the purchase. My dear sir, you certainly might, since the meeting of Congress, have obliged me with a

line on the subject. No mischief has been done in the purchase by the Indians since the defeat. Scarcely a track has been seen by hunters.

“Mr. Ludlow is now up the Miami traversing that river—he purposes going to the battle ground before he returns, if he meets with no Indians while he is out. I have the honor to be, with much respect, sir, your most obedient, humble servant,

“JOHN C. SYMMES.

“HON. CAPT. DAYTON.”

## No. 18.

Controversies between Governor St. Clair and Judge Symmes—Instance of tyrannical exercise of military authority—Captain Armstrong—Ludlow's survey of the Purchase in progress.

NORTH BEND, January 25th, 1792.

“GENTLEMEN—I expect that copies of Governor St. Clair's letters to me, and of my answers to him, previous to the month of August, are now before Government. Of these, I have already furnished copies to you by Judge Turner. I now do myself the honor of enclosing copies of two or three more letters which succeeded before the correspondence between the Governor and myself was closed. I am persuaded that, however the main question of boundary to the purchase may be determined by Congress, yet that every person must admit that the Governor has treated me and the settlers in a most cruel manner. This persuasion has drawn from me a reply to his Excellency's letters of the 12th and 14th of July, and proclamation of the 19th. It is my wish, gentlemen, that you forward these copies to Government, for I know of no reason which can be assigned why I should not be fully heard on the subject of the controversy as well as in relation to the Governor's violent pro-

ceedings in the purchase. But of the propriety of submitting these copies to Government, I beg leave, notwithstanding, to consult both of you, and such other of my friends in Philadelphia as you may judge proper. I know very well, gentlemen, that I am at too great a remove from court to be able to judge of the reception which a copy of my reply may meet with at Philadelphia.

“ If the Governor’s conduct towards us has already met with the plaudits of Government, and he stands fully justified by Congress, it will be prudent perhaps for me to recede from further altercation and learn submission to their pleasure, however sensible I may be of the injustice he has done to me and the settlers. But, if the matter is yet pending before Congress, then, with your approbation, and not otherwise, seal it and let it go to Mr. Secretary Jefferson. I wish it had been in my power to make fairer copies, but in the situation I am—confined to my bed and writing leaning on my left elbow—I could do it no better.

“ It may, perhaps, be thought by some that I have written with acrimony; but if such persons will give themselves the trouble to look over the Governor’s letters to me and proclamation against the settlers, I am sure they must say that his are written in much stronger language of reproach and illiberality. He has charged me with many things that are not true, and in a very rude manner. I have not adduced a single accusation which I can not maintain in this

country by the testimony of many witnesses. I beg leave to refer you to Judge Turner. He took forward a few affidavits which mention some of the facts; many more might be obtained if there were any occasion. I do not mean nor wish, however, to impeach the Governor in form, but certainly his conduct has been very reprehensible. The superiority which the Governor affected to give the military over citizens, is maintained with ridiculous importance by some of the officers. I will give you one instance: Captain John Armstrong, who commands, for the present, at Fort Hamilton, has, within a few days past, ordered out of the purchase some of Mr. Dunlap's settlers, at Colerain, against whom he has a pique. He threatens to dislodge them with a party of soldiers if he is not obeyed. The citizens have applied to me for advice, and I have directed them to pay no regard to his menaces, yet I very much fear he will put his threats in execution, for I well know his imperious disposition. This same Armstrong, soon after the Governor had ordered Knoles Shaw's house burned, and himself and family banished, met with Mr. Martin, the deputy sheriff, with whom, a little before, he had some dispute touching the superiority of the civil or military authority. Armstrong now deridingly takes the sheriff by the sleeve, saying: 'what think you of the civil authority now?' It would have given me great satisfaction could I have reached Philadelphia this winter; but such a chain of impediments has

been thrown across my way as to prevent it. I must now wait some time longer.

“The western circuit comes on by the first of April, as the court for the county of Knox commences at Vincennes, on the first Tuesday in May, and that for Kaskaskias, on the 2d in June. If I must attend these courts, and I see no alternative at present, it will defer for another year my coming to the metropolis, unless I obtain from the President leave of absence from the territory, for which I wrote Mr. Jefferson last fall. I shall then conceive myself justified in neglecting the western circuit. Could Judge Turner and Judge Putnam go the spring circuit, I should be thereby at liberty to come to the Atlantic, in the spring.

“I trust, gentlemen, that I need not again mention the great hardship that must await the Miami purchasers if they are obliged to pay a higher price for their land than others who purchase within the territory after the opening of the proposed land office. I assure myself that you will do all you can to set this matter on its proper basis—certainly nothing can be more just. Mr. Ludlow’s survey of the purchase, I think, can not be completed this winter, so that Government, during this session of Congress, will receive little further information as to the figure of the tract than what they already have from my communi-

cations to Governor St. Clair, which he long since transmitted to Mr. Secretary Hamilton.

“ I have the honor to be, with respect, gentlemen,  
your most obedient humble servant,

“ JOHN C. SYMMES.

“ HONS. DOCT. BOUDINOT AND

“ CAPT. DAYTON.”

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No. 19.

Proceedings in Congress relative to the Miami and Ohio Co tracts—  
Proposals for adjustment of individual interests.

*Dayton to Symmes.*

“ PHILADELPHIA, May 6th, 1792.

“ DEAR SIR—I am just informed that Capt. Mills will leave this place to-day for the Miamis, and I would not willingly neglect the opportunity, although the time afforded me is so short as to prevent my being as particular as I should wish. A resolution has passed both houses to adjourn to-morrow for the session, and to meet again in November next. No land office bill has been passed, and, of course, yours and the Ohio company's will be the only lands which can be exposed for sale, these eight months, at least, on your side of the Ohio, and I should suppose that the superiority of yours over theirs will enable you to ask and receive a higher price. In a letter which I wrote last Friday, and sent by post, I enclosed a short bill which Congress had passed, to authorize

the President so to vary the contract as to make the Little Miami river, the eastern boundary. This is very satisfactory to Mr. Benjamin Stites, who is now here, and will doubtless prove extremely agreeable to the settlers at Cincinnati, Columbia, etc. I also enclosed a copy of a bill passed in favor of the Ohio company for the conveyance of the lands which they have paid for, or shall pay for within a certain time, or grant under certain conditions. They labored very earnestly to have a right of pre-emption to the residue at twenty-five cents, or a quarter-dollar specie, but the Senate would by no means agree to it, although the House of Representatives did, under condition that they should allow interest from the day on the sum which the remainder of their purchase would fetch. The Senate had resolved to sell none of the Western lands at less than the third of a dollar, and they accordingly first struck out twenty-five and inserted thirty-three and one-third cents, and afterwards struck out the whole clause, being determined to give no one a right of pre-emption, nor to sell any lands but for cash or prompt payment, nor even for cash until after next session. While this bill was in its progress, I was confined to my room and bed with a broken leg. Mr. Boudinot made a motion to have a provision for your tract included in it, but was opposed by the New England members and failed. After this bill passed, I was alarmed from an apprehension that this session would end without anything being done

to secure our titles, in which case, I was sure that there would not be persons wanting, both in Kentucky and at Muskingum, to make known the insufficiency of our title, in order to check our sales and settlements. As soon as my leg was so much better that I could use crutches, I attended the House and introduced a resolution in your favor, which I got referred to a committee, and as chairman, reported a bill, a copy of which is enclosed. Our House passed it as it is printed, but the Senate amended it agreeably to what is marked and written with the pen. The committee of the Senate had struck out the whole of the second section, and it was not without the utmost difficulty, and the strongest assurance from me, that the army warrants were to be paid by me, who was military agent, and not by you, that I could prevail upon them to re-instate it. They said that the 36,000 which I had already covered with military warrants, bore a greater proportion to the sum we had paid in certificates than the 214,285 which the Ohio company were allowed to cover, bore to 500,000 which they had paid in certificates. The bill is happily passed as amended by the Senate, and the President has approved it. A township is given us for the purposes of an academy. This was as much as could be obtained, and even *that* met with considerable opposition. I wish you to point out the particular township, which must not be higher than the fourth range, and should not be one in which you have disposed of

any of the sections. I think that the quantity of lands for which, by the law last passed, we are to have a title, will carry us into the fourth range, but not into the fifth. If, therefore, you have sold any lands above that range for  $^{\text{s}}2 \mid 6^{\text{d}}$  specie per acre, as I am told is the case, you would do well to get a release from the bargain, for you may be assured, that, whenever a land office is established, and the lands above you offered for sale, they will not be put at less than thirty or thirty-five cents, and will probably be bid up higher.

“As I think it probable you have sold more of the lands than your certificates which were lodged amount to, I would propose to you the following terms, which, if you should accede to, will ascertain the precise ground on which we should proceed in future without clashing or interfering with one another. Of the number of acres for which payment was admissible in land warrants, I had paid for 36,000, and there still remain, as you will see by the law, 106,857 acres to be paid for. If it be your wish to take 60,000 acres, either to cover the sales already made by you or to enable you sell to others who may hereafter apply and wish to become settlers, I will pay for them and let you take them either at the rate of a quarter of a dollar absolutely, or if you prefer it, at the rate of one-fifth of a dollar in the first instance, and in addition allow me one-third part of the advance, which you shall make and obtain in the sales of those 60,000 acres over the one-fifth of a dollar each.

“ I do not know, nor can I learn, where any land warrants to any amount are for sale, although I have had diligent inquiry made. The late alarming and general failure at New York accidentally threw into my hands about 65,000 acres which had been collected by one of the brokers there, and which otherwise he would have kept or vested in lands. This very fortunately took place a few days before the Ohio Company bill passed, and since that event they are applying every where for warrants to make up their complement. If you accept either of my propositions, I could wish that you would transmit to me by means of good bills as much money towards it as you can conveniently spare, as I am to make payment for the warrants in a few weeks. I hope to have your answer immediately, whether you embrace my proposals or have others to make, in which latter case I should wish you to give me an option of two at least. As I have the warrants in possession, I should expect to make the whole of the payment admissible therein. This will relieve you from the inconvenience (to which you would otherwise be subjected) of being called upon by those who paid certificates for lands at \$5|0, to have an allowance on account of the next payment being facilitated to you, which can only be said to be done for the accommodation of the military. When you write between this time and November next, direct to me under cover to General Knox, the Secretary of War, unless you have direct opportunities

by persons coming immediately to Elizabeth. Send me duplicates, and even triplicates, of your answer, as I shall do in this instance. I shall write again by Saturdays mail."

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## No. 20.

Making the Second Payment—Conferences with Officers of the Government—Suggestions as to Management of the Business of the Purchase—Growing Aversion in Congress to Sales and Settlement of Western Lands,

*Dayton to Symmes.*

“PHILADELPHIA, Nov. 19, 1792.

“DEAR SIR:—It has been matter of the utmost surprise, as well as embarrassment to me, that I have not received any letter from you in answer to three which I sent you last April and May, respecting the Miami tract. The two acts passed by Congress, at their last session, the one ‘for ascertaining the bounds of a tract of land purchased by John Cleves Symmes,’ the other, ‘authorizing the grant and conveyance of certain lands to John Cleves Symmes and his associates,’ were enclosed in those three letters and sent by different mails, in order that one at least might be more certain of reaching you. Whence can arise this indifference and neglect in an affair so highly interesting, not only to ourselves, but to very many others? I waited your answer and directions until

Monday, the 5th of this month, which was the last day allowed for making payment under the act, as it was exactly six months from the time of its passing. Not hearing from you, I thought it advisable to deposit with the Secretary of the Treasury, on that day, warrants sufficient to pay for 106,857 acres, in addition to what has been already paid for, viz: 141,683 acres, making in all 248,540 acres, exclusive of a complete township to be given in trust for the establishing of an academy and public schools. The President of the United States, the Secretary of the Treasury, and the Attorney-General determine that we must be confined to the original boundaries in the contract until you or your agent and associate duly authorized for that purpose, have applied and agreed, as mentioned in the first act, to alter the contract agreeably thereto. They think my letter of agency insufficient for the purpose, and I am not displeased with it, as it will afford me time for taking your opinion and instructions as to several points, particularly where the academy township shall be taken, and how much of the land purchased by this last payment made by me, you wish reserved for you. The applications from officers and soldiers, and others holding warrants, were numerous and pressing for admission, but I have, for some time past, suspended any decision with respect to them until I can hear from you. The present session of Congress will probably terminate by the 20th of February, and certainly by the

3d of March. I shall expect sufficient powers from you duly proved or acknowledged before that time, authorizing me, as your *agent* and *associate*, to do what is required in the acts entitled as before mentioned. In the discussion that has taken place between the President, the Secretary of the Treasury and myself, it was intimated that you ought to relinquish the contract entirely before you took advantage of the acts in your favor. To that idea I by no means acceded, but insisted that nothing more was or could be required than that an alteration should take place only as to the particulars pointed out in the law.

“As the Attorney General of the United States will decide on the fullness and sufficiency of the powers you may send me, it is quite uncertain in favor of which opinion he will determine. I would therefore recommend that you send me two, the one confined to the precise alterations expressed in the two laws in order, that, seeing the limitation of my power, they may not press me to give up the contract utterly. If this succeeds, as I trust on fair discussion it must, it will be better not to show them the other; but in case of its being rejected (which I know will be attempted on account of the vast danger and expense that will for some time yet to come attend the running of the lines of the whole million) it would be better to have a more full and unexceptionable one to produce than to lose the benefits of the two acts of Congress, I am to have until the rising

of Congress to avail myself of my late deposit of warrants, or to withdraw them and adhere exactly to the contract, under which we shall not be entitled to a deed until the second payment in certificates be made. I must entreat you on your account, as well as on account of those concerned with you, to turn your attention immediately to this business, and either come yourself or forward the powers without the least delay. Will you have any objection to the deed's being taken out in your and my name? As at least half the payment will be made by me individually, or as the military agent, there would seem to be a propriety in our names being associated in it, especially as it is expected by the military gentlemen and others holding their warrants, for whom I act, and as there would doubtless considerable advantage arise from one of us being in that, and the other in this country. The members of Congress generally represent Atlantic States, and I think I can discover in every session a stronger aversion to the encouragement of new settlements and the sales of lands over the Ohio, as the emigrations in consequence thereof, operate to diminish the numbers and strength of those States from which they come. I deem it fortunate that the laws with regard to the Miami Purchase passed the last session, and I very much doubt whether a land office bill can or will be carried, but if carried I am convinced that they will be fixed at such high prices as to render it ineffectual. You promised long since to send me an

exact statement of the sales of lands made by you in the reserved township, on acc't of the proprietors, the product of such sales, and the balance due each share, on account thereof. I hope you will do it immediately, as your neglecting it hitherto has occasioned considerable uneasiness and discontent. You will see by the law that the township given for the establishment of public schools is to be a gift in trust only ; it will be therefore necessary that a particular one be designated in which no land is owned by any individual. You may possibly prefer a deed's being given in your own name for all the lands which the certificates pay for, and in my name for the residue that has been covered with land warrants, to the other proposition of having our names jointly in a general deed ; if so, inform me where you would wish yours to be taken. I have enclosed copies of my letters to and answers from the President, and of the official opinion given by the Attorney General with respect to the sufficiency of my powers under your letter of agency. In your new powers you must consider me not only as your *agent*, but your *associate* ; in which latter character I have made the deposit of military warrants, the other not being acknowledged.

## No. 21.

Awaiting the Execution of the Patent at Philadelphia—The Pennsylvania Disturbances—Excitement among the Quakers.

“PHILADELPHIA, Sept. 30, 1794.

“DEAR SIR:—I was last week several times with Mr. Secretary Hamilton and Attorney-General Bradford, on the subject of the Miami patent—some parts of the proposed form I do not fully approve, but, rather than state objections which might work delay, I agreed to waive every thing that might retard. I expected to have heard of the signing of the patent yesterday or to-day, but have not heard a word though I have been several times at the office. The President sets out to-day to take the command of the army, and I expect to leave town to-morrow without my patent, but, like a true presbyterian, I will suppose the time has not yet come which was predestined from eternity that I should receive it. I enclose you a hand-bill containing the news from General Wayne, which came to town to-day. Captain Ernest arrived last night, from Pittsburgh. He says a great majority of the inhabitants of the refractory counties are submissively disposed, but that others are rather sulky and unfriendly—but no system of opposition by arms ap-

pears to be in contemplation. I believe some examples are determined on by Government, but this is only my conjecture. The militia of Pennsylvania have rallied well—near one thousand from this city have marched. A war has broken out in the Quaker general meeting, now sitting here. To the honor of many young gentlemen of that society, a great number have marched with the militia—they and their parents are now on trial in the general meeting. It is doubtful what may be the issue. Some justify the measure, and some oppose and condemn, and are for reading children and parents out of the meeting for attempting to support Government, as they say their kingdom is not of this world—query, whether some of them do not dabble a little in and about the despicable things of this world, whatever may be their spirituality? The yellow fever stalks a little about town. Doctor Wistar says the danger of taking it, though apparent, is not great as yet, and perhaps may not be. I intended, if possible, to have been ahead of the army in my way to Pittsburgh, but that is now impossible.

“I hope to see you next week, at E. Town, and am, sir, with much respect,

“Yours,

“CAPT. DAYTON.

“JOHN C. SYMMES.”

## NO. 22. EXTRACT.

Summary of obstacles encountered in carrying out the scheme of the purchase—Personal efforts, sacrifices, and risks—Difficulties of journeying—Some untoward action of Congress in reference to the territorial laws.

“CINCINNATI, June 17th, 1795.

“DEAR SIR— \* \* \* \* \*

\* \* \* \* \* I have in view the compiling of a history of the Miami Purchase as it respects the different shapes it has undergone since I first formed the project—the candor and ingenuousness of some gentlemen in transactions relative thereto, and the management, delay, disingenuousness and address of others—the extreme hazard the design of purchasing and settlement of the country has been exposed to from political, malicious, ignorant or interested opposers—the calumnies, personal dangers and sufferings of the first emigrants—the nature of the original contract, and how it has affected the interest of the United States—the manner in which the funding system has affected that contract—how far fulfilled, and by what circumstances promoted or discouraged, with observations on the impediments thrown politically or naturally in the way of its future progress, subjoining thereto, copies of all the principal documents, letters, receipts, vouchers, and instruments

of writing, concerning the various transactions relating to the whole business. I am apprised that this will be a labor of some weeks, but I think it a duty I owe to my country and to myself.

\* \* \* \*

“Four pounds, five shillings, sir, was the top of the market for army warrants, and surely I had at least an equal right with other purchasers of army warrants to have those warrants laid in the purchase. But suffer me, sir, to ask you by whose efforts it was that the value of the military lands in the purchase was appreciated to three times that sum per hundred acres? Who first formed the design, and, in the adventurous search after distant lands, sacrificed rest and peace? Who had endured toil, hunger, cold and tempest, without shelter in a wilderness, while exploring the country previously to the contract, and afterwards persevering for years at the hazard of his life, not only from the elements, but from surrounding hostile savages? Who has expended thousands of dollars in the project of establishing settlements in the country? Whose reputation as a man of sense and business, would have been blasted, and who would have been inevitably ruined by the undertaking, had that project failed and the bubble burst?

“First answer to these questions, and then say, sir, whether it was you or I who gave a three-fold value to those army warrants which were so fortunate as to gain admittance into the purchase, when compared

with the current value of other army warrants to be  
laid in other parts of the territory.       \*       \*       \*

\*       \*       \*       \*       \*       \*       \*       I had not been  
long at home from Jersey before I was called up the  
Ohio again to attend Governor St. Clair at Marietta  
in the capacity of a legislator. On the 20th of  
February, therefore, I set out on my passage up the  
river, and was buffeted by high waters, drifting ice,  
heavy storms of wind and rain, frost and snow for  
twenty-three days and nights, without sleeping once  
in all that time in any house after leaving Columbia.  
I waited in vain twelve days at Marietta for the  
coming of the Governor, and he not appearing, I  
returned home.

“The Governor has since arrived at this place.  
About the same time, Judge Turner came up the river  
from the Illinois, when we were able to form a house  
and proceed to the consideration of our laws. Their  
binding force was so enervated by the measures taken  
against them last session of Congress, that many citi-  
zens of lawless principles now revile them, and treat  
them as a nullity. How far the safety and happiness  
of the United States were involved in the downfall of  
our little code of jurisprudence affecting few more  
citizens and scarcely more energetic than the by-laws  
of some country corporation—especially as they had  
undoubtedly been twice read and ordered by Govern-  
ment to be printed—I will not pretend to conjecture.  
I only say, sir, that I am sorry they were found so

exceptionable in the eyes of Congress. We lived tolerably happy under them, and, if I am not mistaken, the happiness of the people is the object of laws. Hardly shall we be able to import and adopt a sufficient number of the laws of the original States to regulate our police before the freemen of the territory will rise in numbers to 5,000, when the Government will be new formed and the people make their own laws.

“I am, with best respects,

“Your very humble servant,

“CAPT. DAYTON.

“JOHN C. SYMMES.”

## No. 23.

Spreading of settlers into the back country after Wayne's victory—  
North Bend nearly deserted—Plans in reference to lands beyond  
the limits of the Patent.

“CINCINNATI, August 6, 1795.

“DEAR SIR—At this place, where the legislature are still sitting, I had the honor, on the 14th ult., to receive your favor of the 6th of June. So inexpressibly have I been crowded with business of both public and private natures that I confess I have not been able to pay all that attention to the letters of my friends from the sea shore that I have wished to do. It is not half that I can as yet answer at all, but I beg them to believe that it is not want of inclination, but of time, that I do not minutely attend to every one in the most scrupulous manner.

“Your Mill Creek lands would have been deeded before this time, but as you have not sent forward to Mr. Ludlow the warrants transferred to you by Doctor Morris, it is necessary that they should first arrive at the office. This I desired Mr. Ludlow to inform you of, on his first application to me for your Mill Creek deeds. Besides, as Doctor Morrel has sold the whole of the half section which he purchased from you on Mill Creek, the people who purchased

are clamorous with him and me for a deed for that half section; nor can he receive the whole of his money until the deed be given. If you have no objection I will give the deed to them for that part of the section; in which case I shall direct Judge Morris at N. Brunswick to discharge your bond against Doctor Morrel and Budd with my money. I some time ago advised Mr. Ludlow to give you this information. Respecting your interest in the reserved township, I know not what advice to give you. The village is reduced more than one-half in its numbers of inhabitants since I left it to go to Jersey in February, 1793. The people have spread themselves into all parts of the purchase below the military range since the Indian defeat on the 20th of August, and the cabins are of late deserted by dozens in a street. What has in some measure contributed to this is the demand I made on all volunteer settlers at my arrival to go out and improve on their forfeitures in the course of this year, as the truce with the Indians afforded a very favorable opportunity for the purpose.

“I am of the opinion that none will think of purchasing your interest in that township at so high a price, though your sale should embrace every thing you claim therein. If I can procure an accurate draught to be made out for you of that part of the purchase, as you have requested, I will do it, but unless Mr. Ludlow will undertake it, to whom I have applied, I know not another that I think can do it

with accuracy and ability. There is no such thing as purchasers for the proprietary lots in the several blocks at a price which the owners would listen to. There are yet several hundred donation lots in the plan of the town that have never been accepted of by any body, and very few indeed will purchase a lot when they can have such a choice of one gratis. They do not value a town lot more than so many square perches at any other place out of the town, for there is not a single advantage enjoyed in the limits of the village of North Bend which they do not enjoy in more perfection in the country, and there are many more inconveniences to conflict with. There appears to be some mistake in the survey of the military lands according to the draught; the two Miamis are wider apart than that map lays them down. The two sections which fell to me, as we supposed on the bank of the Great Miami, are found to be a considerable distance east from the river, by reason of which I have had them both returned on my hands after I had sold them. This needs correction, for I expect that there are 2,000 acres more in the military range than was represented to me.

“ I have not the least objection, sir, to your taking a share of considerable extent in the remaining lands of my contract beyond the deed, but to prevent any interference I beg you will mention to me in your next how much you would wish the pre-emption of, and I will endeavor to accommodate you as well as I

can, so as to assign some peculiar part to you, that you may take on yourself the burthen of the settlement, for I was extremely disappointed by assigning the military range to the military men, expecting their aid in the settlement of the country, but not a man but Colonel Spencer has ever set his foot here; settlement in a measure is therefore a *sine qua non*. I find it very troublesome and expensive in effecting them, as I have several since my arrival. If the Indian treaty should turn out favorable to the frontiers, I think it will be practicable to push the settlements up to my rear line, in which case our country will become somewhat respectable. But all Kentucky and the back parts of Virginia and Pennsylvania are running mad with expectations of the land office opening in this country—hundreds are running into the wilderness west of the Great Miami, locating and making elections of land. They almost laugh me full in the face when I ask them one dollar per acre for first-rate land, and tell me they will soon have as good for thirty cents.       \*       \*       \*       \*       \*       \*       \*       \*

“I have the honor to be, sir, with regard, your most obedient

“JOHN C. SYMMES.

“CAPT. DAYTON.”

## No. 24.

Relative to Forfeitures and the Tenure of Lands beyond where Symmes and Associates had Right of Entry and Occupancy under the Contract with the Commissioners of the Treasury.

*Dayton to Stites.*

“ ELIZABETHTOWN, Oct. 14, 1795.

“ SIR :—Mr. Isaac Wynans, my neighbor, has requested me to write to you, respecting the section which he purchased from you, a part of which, he says, has been taken possession of by a man named McHenris, under the idea of its being forfeited. I have considered deliberately all the circumstances of the case, and carefully perused Judge Symmes' printed pamphlet, and am most decidedly of opinion that no forfeiture has been incurred by Mr. Wynans. The words in the pamphlet are: ‘that every locator shall have two years from the time of entering his location, to fix or place himself or some other person or persons, on the ground or in the country at some station of defence, and begin an improvement on every section or quarter of a section which he may have located, *if this may be done with safety.*’ Who, that has any regard to truth, will assert that a settlement could have been made upon Mr. Wynans' section, and continued for two whole

years *with safety*? Whenever it is brought before a proper tribunal (as it will certainly be if Mr. McHenris or any other person attempts to deprive Mr. Wynans of the northeast corner), it will be incumbent on them to prove that it was safe for two whole years previous to the forfeiture claimed for Mr. Wynans to have his section settled, and that he neglected, for that length of time, to do it. No penalty can possibly be incurred under Judge Symmes' contract for not making settlements where it was *unsafe* to do it, nor can there be legally or equitably any penalty or forfeiture of land until it has been safe for two entire years, so to settle, and the owner has neglected doing it. There are other views of this subject which show still more strongly the fallacy of the supposition of forfeitures being incurred. Judge Symmes had no title for the lands in question before last fall. The settlements he made upon them were unauthorized by his contracts, and without any kind of permission from the Government, so that every settler was liable to be dispossessed by force as an intruder upon the public lands.

“Would it be right that any of those who made contracts for lands under him should suffer a loss of one-sixth of their purchase money, because they did not act in defiance of authority and in opposition to Government, by occupying a district of territory to which the Judge and his associates, had merely a pre-emption right? No just and impartial tribunal

can decide this point against them, when all the circumstances attending the business are unfolded for their consideration. The two years neglect to settle can not, in my opinion, with any appearance of justice or reason, be construed to commence earlier than the date of the patent granted by the President, nor can it be computed from that period unless, it can also be satisfactorily shown that it was then, and has continued since to be, safe to settle upon the lands. I do not, for my own part, think that justice will be done to the owners of sections or parts of sections in the Miami tract, if any time should be fixed upon earlier than the late treaty of peace in August (especially for such as are not situated upon the banks of the Ohio), from which to compute the two years neglect to settle. If, therefore, sections or parts of sections below the third range should remain unimproved until the 3d of August, 1797, then it would seem consistent with a rational construction of Judge Symmes' pamphlet, that a forfeiture of one-sixth should take place, unless it could be shown that new hostilities, on the part of the savages, subsequent to the treaty, had prevented or disturbed such improvement.

“These, my sentiments respecting forfeitures, are addressed to you at the request of Mr. Wynans, because he thought it your duty, as the man from whom he purchased, to take care that his section suffered no diminution or injury in his absence, and to deliver him the possession entire when he shall come

to demand it of you, which will be next spring, if his health is prolonged to him until then. At any rate, he wishes you to warn the person or persons who have taken possession of a part of it, immediately to withdraw entirely from it, as he will not only contest their right, but make them answerable for every kind of waste, as well as for the product of the soil, if they till it. Mr. Wynans does not claim the indents due on his certificate at the time of its being paid into the Treasury of the United States, for they have been paid by me long since upon his order, as he acknowledges; but he demands the payment of one year's interest, drawn, as he says, by Doctor Stanbery, at our State Treasury, after he had paid it to Judge Symmes, with which I have nothing to do, and Doctor Stanbery refuses to make compensation; it is, therefore, obligatory upon you to inquire into the transaction, and to take care that justice be done to Mr. Wynans.

“I shall write, by next post, an answer to your two last letters, and am, sir, with haste,

“Yours, as usual,

“MR. BENJAMIN STITES,

“JONA. DAYTON.

“COLUMBIA.”

## No. 25. EXTRACT.

Differences in the attractiveness of various portions of the United States at that period, from diversities of political condition and other causes, according to the views of an English immigrant—The Indians of the vicinity somewhat demonstrative.

“NORTH BEND, January 20th, 1796.

“DEAR SIR—I have to acknowledge the receipt of your letters of the 28th and enclosed note of the 29th of September last, by Mr. Chapman, with whom I had an interview at Cincinnati. I found him intelligent and polite. He had been some time in the purchase before I returned from the Illinois. I could not discover that he had any inclination to stay on our side of the Ohio. His being a foreigner appeared to have great weight with him, supposing himself disabled to take a fee of soil. He complained, that in his opinion the general government had not opened an amicable door for aliens to introduce themselves into the Northwestern territory. He also observed that, with respect to the comparative political situation of the several parts of the United States, he thought those districts which were organized into independent States and raised to the grade of being freely represented in Congress, as Kentucky and Vermont, had more to promise themselves than we had, who were in

a great measure colonial as to our form of government. He therefore gave Kentucky the preference to the territory and went thither, though I thought I could discover in him no great inclination to purchase even in Kentucky. He dwelt much on the advantages farmers in the Atlantic States enjoy over those who cultivate interior lands on the Western waters ; so that it is my opinion some person east of the Allegheny mountains will finally have the pleasure of counting Mr. Chapman's English guineas. I pressed him to make me a visit at North Bend, but he excused himself, and seemed to be in haste to cross the Ohio. \* \* \*

\* \* \* \* \*

“ I beg leave to congratulate you, sir, on your appointment to the chair of the House of Representatives. This fact I have learned from report, not having seen any public paper for some weeks past. I hope you will find ‘ honor's easy chair ’ both agreeable and profitable, for twelve dollars a day is a very pretty thing, though I know not what is expected or how frequent the entertainments are, which it is usual for a speaker of the House to give.

“ One word on the subject of the Indians. They now begin to crowd in upon us in numbers, and are becoming troublesome. We have but one merchant in this part of the purchase, and he will not buy their deer-skins. Their next resort is to beg from me, and I was compelled last week to give them upwards of forty dollars value or send near forty of them away offended.

“ The President’s plan of fixing traders and stores of Indian goods along the frontiers, I think, is very judicious. They must have a market for their skins or they can purchase nothing from us. Though we have twenty or more merchants at Cincinnati, not one of them is fond of purchasing deer-skins. Some attention of Government is certainly necessary to this object. If the Indians can not enjoy the benefits of peace with us (trade and commerce) most assuredly they will have war, where one party only need be consulted. Some of our citizens will purchase horses from the Indians. The consequence is, that the Indians immediately steal others, for not an Indian will walk if he can steal a horse to ride. I wish it was made penal by Congress to buy horses directly or indirectly from the Indians.

“ I have the honor to be, sir, your most obedient very humble servant,

“ JOHN C. SYMMES,

“ HON. JONATHAN DAYTON.”

## No. 26.

A Pressure of Business Engagements and Cares—Certain Personal Characteristics and Psychological and Moral Philosophical Points—Various Matters of Business.

“CINCINNATI, Aug. 10th, 1796.

“DEAR SIR:—On my arrival in town this day, the Postmaster handed me your two letters, of the first and twentieth ultimo. I was honored by the receipt of your favor of the 13th June, a few days ago. But as I have not been in Cincinnati since, till now, have not found leisure sufficient even to sketch half a sheet. So thronged am I with business and straitened for time, that I am frequently robbed thereby of my food and sleep. I am building a dwelling-house and grist-mill, both on pretty extensive plans, and obliged personally to superintend the whole without-doors by day, and to arrange my accounts by night; so that from early dawn to midnight, I am engaged with my buildings or my farm. I had, this season, a wheat and rye harvest of 50 acres, and have 114 acres of land planted with Indian corn, and a stock of 150 head of cattle. I have laborers, 'tis true, but not one that can relieve me of my cares for a day. Add to this, my official duties and attendance on the business of the Purchase, this accounts for my writing so seldom to Jersey.

“ Perhaps, sir, I am one of the most accommodating men in the world, when I conceive that I am played fair ; but I will not say whether there be not too much of the phlegmatic in my constitution, when I imagine myself a little run. I believe a man more wise who is more flexible—he certainly can wreath himself into forms and shapes that will round off many of the sharp corners of human nature, and slide him with much greater facility along the snagged path of life.

“ I know not, sir, what has led you into the smallest suspicion that I intended, wantonly, to give you trouble, respecting the balance of land due you, over and above the sixty-odd thousand acres deeded to you in the military range. If I have not been so explicit in treating on that subject as you wished me to be, my reserve was only owing to what I thought I discovered of your inclinations to subject me to embarrassment on the score of the indents arrear. You know, sir, that, in the first instance, I, only, am responsible for the indents to the original owners of the certificates advanced to me. Doctor Burnet and some others writing to me that you declined settling with them their indents arrear alarmed me much, and led me into the contemplation of your own doctrine, which I think orthodox, that of sequestration, when justice is withheld or denied. Discharge, sir, the indents arrear when we settled, and you will find me not only just in all our concerns, but liberal. However, we may,

of late, have disagreeably bickered and altercated on some subjects, I assure you, sir, that I am and have always been very sensible of the services you have done me in the course of your agency, and shall ever retain a grateful remembrance thereof, but, at the same time, must observe that your attention to my business has affected you as virtue does her votaries, it has richly rewarded while practised.

“Your views respecting your Mill Creek lands, Mr. Halsey’s section, and Col. Gibson’s business I shall attend to with pleasure. As we hear nothing of Mr. Ludlow being on his way hither, perhaps we may drive a contract respecting the balance of the land to which you have claim out of the military range. After receiving title for all your sections and fractions near the mouth of Mill Creek, according to your own proposals, and deducting the balance of Mr. Halsey’s warrant, and liquidating every claim, what price per acre shall I pay you, sir, for the balance of the land that may yet be due to you? As there may, perhaps, be some difficulty in locating this balance so as to give complete satisfaction on both sides, the more amicable way, in my opinion, will be to commute this business with money. Eight of my sections in the military range I have sold, and shall be loth to clip the fourth range, as many of the sections in that lower tier are already located entire by others, and the lands contended for with Mr. Boudinot lie here. If you will, therefore, set a moderate value on the land, such as

we may agree on, taking into view the very easy price it comes at to you, and also the fact which you suggest, that all the most valuable sections have been long since sold and located, I will direct Judge Morris to discharge the amount of the purchase money immediately. I trust I can receive your answer to this proposal before Mr. Ludlow's arrival. Col. Gibson and Capt. Harrison say they will take the half section between them at your price, and send you a draft for the money as soon as Major Swan, the paymaster returns from Kentucky. I have shown your order to Major Gano, he has promised to call on me with the warrants, when they shall be instantly recorded and the deeds made out. On my return to the office, I will also complete your deeds for Mr. Halsey's section, as well as Mr. Carpenter's, and enclose them as you request.

“If Mr. Denman and Stanbery have ever settled with me for indents, they surely can produce my receipts. I only remember Doctor Stanbery's paying me a small sum. If writing to them be useless, the matter must rest 'till I come to Jersey, when I shall endeavor all I can to effect their settlement.

“We have a fine estate, and at this time, when lands are so high with you, it must be a very valuable one, on Flat Brook, in Sussex county. It will not be disagreeable to me to attempt an exchange with you of all my interest in Jersey for all your interest in the Miami country, stating at a reasonable value the

property on both sides, and in whose favor soever a balance may fall, let it be adjusted with money. Think of this, sir, and if it be not too much trouble, ride and view the several farms. They are only sixteen miles from Sussex court house, and it will be a pleasant excursion for you to make with the gentlemen of the law who attend the court in Sussex next November. Messrs. Holmes and Pemberton, merchants in Newtown, are our agents in that county. These gentlemen will furnish you with a list of all our possessions in that quarter.

“I shall be happy to receive your communications of a plan of future payments to be made to Government, and will thank you for your opinion whether my presence in Philadelphia next winter will be necessary, or whether the means of payment only will be wanted.

“I have the honor to be, most respectfully, sir,  
your obedient, very humble servant,

“JOHN C. SYMMES.

“HON. JONATHAN DAYTON,

“ELIZABETHTOWN.”

## No. 27.

Relative to matters of business mentioned in the preceding, and alluding to the evacuation of Detroit by the British.

“CINCINNATI, September 6th, 1796.

“DEAR SIR—This day Col. Thos. Gibson and Capt. William H. Harrison put into my hands to transmit to you each a draft for four hundred and fifty dollars, drawn on the Secretary of War by Major Swan, the paymaster of the army, which, being indorsed to you, I consider as payment for the half section you commissioned me by your letter of July last to convey to them, or one of them, by deed, which I have accordingly done this day. Enclosed you have the first numbers of the drafts, the second I shall retain for your use in case of a miscarriage of the first. Your other business wherein I am concerned is attended to agreeably to my letter to you of last month. Governor St. Clair has just arrived, with whom I am much engaged, which must render my lines few at present. Mr. Ludlow has not arrived—no news.—I suppose you know that Detroit is ours; it was rather ungraciously delivered; Colonel England discovered some impatience on the occasion.

“I have the honor to be, sir, your most obedient, very humble servant,

“HON. CAPT. DAYTON,      “JOHN C. SYMMES.”

## No. 28.

Expeditious journey from Cincinnati to Pittsburgh at the close of the last century.

*Letter of Major Swan.*

“PITTSBURGH, June 14, 1799.

“DEAR SIR—We arrived here after a passage of only forty-four days, in which we exhausted our provisions and groceries, and had to lay in a fresh stock at Marietta, at which place I purchased thirteen pairs of shoes for your men, which you ought to charge them with, in order that I may not lose the money I paid for them, which was twenty-six dollars. Lt. Stall and your men will return on the 16th inst. by water in the same boat we came up in. He will doubtless make you an accurate report of all the material occurrences of our voyage, which renders it unnecessary for me to do it here.

“I have paid Major Craig thirty dollars for you, and enclose to you your note to him for that sum.

“I am, with esteem, dear sir, your obedient servant,

“C. SWAN.

“CAPT. EDWARD MILLER,

“*Commanding Fort Washington.*”

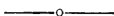


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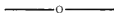
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